NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, AUGUST 7, 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 - Mayor Pro Tem Clint Kolby

3. Service Recognitions

- **Ande Bostain, Gas Department - 40 Years**

4. Special Presentation by the City of Brenham Community Services Grant Recipient, Gather in Grace

5. Citizen Comments

CONSENT AGENDA

6. Statutory Consent Agenda

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

6.a. Approve the Minutes from the July 17, 2025 Regular Council Meeting and July 21, 2025 Special / Workshop Council Meeting

6.b. Approve Ordinance No. O-25-011 on Its Second Reading Amending Chapter 25, Section 25-20 Relating to School Zone Time Change and Authorize the Mayor to Execute Any Necessary Documentation

6.c. Approve an Audit Engagement Letter for Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2025 and Authorize the Mayor to Execute Any Necessary Documentation

REGULAR SESSION

7. Submission of, Discussion, and Possible Action Regarding the No-New-Revenue Tax Rate, Voter-Approval Tax Rate, and Proposed Tax Rate for the 2025 Tax Year, and Take Record Vote on Proposed Tax Rate and Meeting Date for Final Adoption of Tax Rate

8. Discuss and Possibly Act Upon the Ratification of the Acceptance of a Donation in the

Amount of $100,050.93 from American Fidelity Assurance Company in the Name of Pierre Roberts and Authorize the Mayor to Execute Any Necessary Documentation

9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-24-009 Relating to the Non-Exclusive Franchise Granted to Waste Solutions USA, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**

10. **Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Errors and Omissions Liability, Public Official Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2025-26 and Authorize the Mayor to Execute Any Necessary Documentation**

11. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation**

12. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Madden Media Related to Digital Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation**

13. **Discuss and Possibly Act Upon an Agreement with CR Systems, Inc. for Roof Renovations at the Barnhill Center Through The Interlocal Purchasing System (TIPS) Contract No. 24060 and Authorize the Mayor to Execute Any Necessary Documentation**

14. **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.

EXECUTIVE SESSION

15. **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**

RE-OPEN REGULAR SESSION

16. **Discuss and Possibly Act Upon the Purchase, Exchange, and/or Acquisition of Real Property and Authorize the City Manager to Negotiate, Approve and Execute a Contract for the Acquisition of Real Property for the City of Brenham Electric Department Improvements and Facilities**

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, August 7, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, August 4, 2025 at 12:00 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

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, July 17, 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 Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Interim Police Chief David Gott, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shauna Laauwe, Ashley Burns, Andrea Guerra, Stephen Draehn, JoAnne Hynes, Jason Derrick, Pamela Simonton, Jim Halley, Richard O'Malley, Megan Gray, Kevin Boggus, Kelvin Raven, Tammy Jaster, Kelsey Toy, Larry Moreno, and Caroline Nowicki.

Citizens/Others Present:

Tieman Dippel, III, Scott Robertson, Barbara Archer, Lyne VanEma, and Staxton Scott.

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 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

Scott Robertson addressed the Council stating he was interested in volunteering his time to make the Airport better. Robertson explained that he was a Captain with United Airlines and would like see the Airport Advisory Board reinstated among other things.

Barbara Archer addressed the Council stating that the City of Brenham needs to look at public transportation for its citizens, stating it is a need she is currently being asked to provide by several people with disabilities or the elderly.

CONSENT AGENDA

7. Statutory Consent 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

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Items 7.a. through 7.d. 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

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

Interim Airport Manager Jim Halley presented this item. Halley explained that as the Sponsor for Brenham Municipal Airport, a federally obligated airport, the City of Brenham is bound by 40 federal grant assurances. Halley advised that 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…". Halley explained that to accomplish this, airports adopt Rates and Charges to set fair, reasonable, and nondiscriminatory fees for various services.

Halley explained that in order to set appropriate 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. Halley stated that the proposed FBO rates and charges are fair, equitable, nondiscriminatory, and comparable to other airports.

A motion was made by Councilmember Saunders and seconded by Councilmember Soman to approve Resolution No. R-25-019 adopting rates and charges for the City-managed Fixed Base Operator at the Brenham Municipal Airport.

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. 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

Chief Financial Officer Julie Flagg presented this item. Flagg advised that in accordance with the City Charter and state law, the City is required to select a depository bank every 5 years. Flagg explained that the City's current depository services agreement with Bank of Brenham expires on August 31, 2025. Flagg explained that in May, staff 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. Flagg explained that notification of the RFP was also published in the newspaper and on the City website. Flagg advised that of the seven banks contacted, five requested a RFP be sent to them on the release date. Flagg advised that at the response deadline, two of the five banks declined to bid and three RFPs were returned.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to 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.

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

10. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- July 19th - Warbird Expo at the Airport
- July 19th - Summer Showcase
- July 19th - Hot Nights and Cool Tunes
- July 21st - Budget Workshop
- July 23rd - State of the Community at Blinn
- August 7th - TIRZ Board Meeting
- August 7th - Regular City Council Meeting

ADJOURN

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Atwood C. Kenjura
Mayor

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Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special / workshop meeting of the Brenham City Council was held on Monday, July 21, 2025 beginning at 8:30 AM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Economic & Community Development Director Teresa Rosales, Jessica Perez, Debbie Gaffey, Kyle Branham, Tammy Murphy, Stephen Draehn, Casey Redman, Tammy Jaster, Brian Smith, Leigh Linden, Kevin Schmidt, Jim Halley, Joshua Daniels, Jerry Saldivar, Jason Lange, Stephen Scheffer, Christy Korth, Terrence Johnson, Kathryn Brisco and Ande Bostain.

Citizens/Others Present:

None

Media Present:

None

1. Call Meeting to Order

REGULAR SESSION

2. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 25, Article II, of the Code of Ordinances of the City of Brenham to

Amend the Hours of Controlled Speed Limits in Designated School Crossing Zones

Director of Public Works Dane Rau presented this item. Rau advised that Brenham Independent School District's (BISD's) Director of Transportation Services Manager, Brian Gibson, notified the City that the school zone times related to school zones be reconsidered since BISD bell schedules have shifted over the years. Rau advised that staff received the bell schedules from BISD. Most schools start at 8:00 am, with Brenham High School and Brenham Junior High starting earlier. Rau explained that staff reached out to Brooke Trahan and Superintendent Clay Gillentine, and both agreed that a change in the morning school zone times would serve better to be shifted back to aligning with earlier bell schedules and when traffic is the heaviest.

Rau advised that currently, the ordinance states that school zones begin at 7:30 a.m. - 8:30 a.m. with afternoons being from 2:45 p.m. - 4:00 p.m. Rau explained that due to the earlier bell schedules, heavier traffic and buses running earlier, all parties agree that a change in the morning times be shifted to 7:15 am-8:15 am. Rau advised that the City of Brenham will modify the current school zone signs to reflect the new times once approved. Rau advised that TXDOT will adjust their school zone beacons on TXDOT roadways to reflect the new time changes.

A motion was made by Councilmember Cook and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Chapter 25, Article II, of the Code of Ordinances of the City of Brenham to amend the hours of controlled speed limits in designated school crossing zones.

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

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

No: None

Absent: None

WORK SESSION

3. FY2025-26 Proposed Budget Discussions

Chief Financial Officer Julie Flagg presented the FY25-2026 proposed budget.

<u>**General Fund**</u>

- Economic Outlook
- Frozen Property Taxes
- Budget Overview
- General Fund Summary
- Budget Priorities
    - Public Safety
- Property Tax Rate
- Revenue Trends
- General Fund 101 Revenues/Other Sources
- General Fund 101 Expenditures
- Revenue and Expenditure History
- Personnel
- New Positions
- General Fund Department Review
- General Fund Sub-funds Review
- Special Revenue Funds Review
- Capital Project Funds Review
- Internal Service Funds Review
- BCDC Review

Utility Funds

- Budget Overview
    - Utility Outlook
    - Financial Overview of All Utility Funds
    - Financial Summary of Operating Funds
- Operating Department Review
- Water Capital Projects Update

ADJOURN

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Atwood C. Kenjura
Mayor

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Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-25-011

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 25, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BY CHANGING THE HOURS OF CONTROLLED SPEED LIMITS IN DESIGNATED SCHOOL CROSSING ZONES; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; FINDING OF PROPER NOTICE AND MEETINGS.

WHEREAS, the City of Brenham, Texas is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, Section 51.001, Texas Local Government Code, authorizes the City Council of the City of Brenham to adopt ordinances for the good government, peace, safety, and order of the municipality; and

WHEREAS, the Texas Transportation Code authorizes the City to adopt laws and ordinances to regulate traffic within the corporate limits of the City of Brenham, Texas; and

WHEREAS, the City Council finds that in order to protect the public health, safety, and welfare, especially of school-aged children, it is necessary to adopt an ordinance regulating the speed in designated school crossing zones;

NOW, THEREFORE, be it ordained by the City Council of the City of Brenham, Texas that:

SECTION 1

Chapter 25, Article II, Speed Limits, Section 25-20, Generally, Subsection 25-20(d), of the Code of Ordinances, City of Brenham, Texas shall be amended to read as follows:

(d) The following school crossing zones will be posted, and it shall be unlawful for any vehicle to travel within any designated school crossing zone in excess of the posted speed limit during active school crossing zone times on days when school is in session. The school crossing zone times shall be posted with the speed limit for those times. Active school crossing zone times shall be determined by both the start of the school day and the dismissal of the school day. Therefore, all active school crossing zones on the city streets at the locations designated herein shall be from 7:15 a.m. to 8:15 a.m. and from 2:45 p.m. to 4:00 p.m. on days that school is in session.

SECTION 2
PENALTY

Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding two hundred dollars ($200.00).

SECTION 3
SAVINGS CLAUSE

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4
SEVERABILITY

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

SECTION 5
REPEALER

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

SECTION 6
EFFECTIVE DATE

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

SECTION 7
PROPER NOTICE AND MEETING

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

PASSED AND APPROVED, on its first reading on the 21st day of July 2025.

PASSED AND APPROVED, on its second reading on the 7th day of August 2025.

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Atwood C. Kenjura
Mayor

ATTEST:

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Jeana Bellinger, TRMC, CMC
City Secretary

City Council Regular Meeting

AGENDA ITEM 6.c

Agenda Item: **Approve an Audit Engagement Letter for Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2025 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

Attached is the proposed audit engagement letter from Seidel Schroeder for the annual financial statement audit for the fiscal year ending September 30, 2025. The audit fee is not to exceed $66,500. This is approximately 5.5% over the prior year's fee.

This engagement letter is based on the assumption that a Single Audit will be required. A Single Audit is required when state and federal grant expenditures exceed $750,000 in a fiscal year. With the continued growth and complexity of the City's financial activities, the current fee structure is reasonable.

ATTACHMENTS:

1. Audit Engagement Letter

RECOMMENDATION:

Approve an Audit Engagement Letter for Seidel Schroeder to perform an audit for the fiscal year Ending September 30, 2025 and authorize the Mayor to execute any necessary documentation.

July 17, 2025

To The City Council of the
City of Brenham, Texas
P.O. Box 1059
Brenham, Texas 77834

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Brenham, Texas, as of September 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Brenham, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
- Schedules of Contributions – Texas Municipal Retirement System
- Schedule of the City's Proportionate Share of the Net Pension Liability – Texas Emergency Services Retirement System
- Schedule of Contributions – Texas Emergency Services Retirement System

Supplementary information other than RSI will accompany City of Brenham's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual non-major fund financial statements
- Budgetary comparison information – Other Governmental Funds and Blended Component Unit
- Schedule of expenditures of federal awards

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Brenham, Texas' ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Brenham, Texas' basic financial statements. Our report will be addressed to the City Council of the City of Brenham, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Brenham Texas' major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statements in accordance with principles generally accepted in the United States of America;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards, regulations, and the terms and conditions of the federal awards;
g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal

award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs.

h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
j. For taking prompt action when instances of noncompliance are identified;
k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
m. For submitting the reporting package and data collection form to the appropriate parties;
n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
o. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures; and relevant to federal award programs, such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit;
    iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
    iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
q. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
r. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
s. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where the fraud could have a material effect on compliance;
t. For the accuracy and completeness of all information provided;
u. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

v. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, at the end of the year, we agree to perform the following:

- Assist in preparing the IRS Form 1099's based on information provided by you

We will not assume management responsibilities on behalf of the City of Brenham, Texas. However, we will provide advice and recommendations to assist management of the City of Brenham, Texas in performing its responsibilities.

The City of Brenham, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including the monitoring of ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of 1099s previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any

action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit planning process during October 2025, audit fieldwork beginning in November 2025 and to issue our reports during March 2026.

Michele Kohring Kwiatkowski is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Seidel Schroeder's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be at our standard hourly rates, except that we agree that our fee, including expenses will not exceed $66,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to financial statements and disclosures for purposes of proofreading and mathematical error detection. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Seidel Schroeder and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulator's pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Seidel Schroeder's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The aforementioned parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

SEIDEL SCHROEDER

By: Michele Kohring Kwiatkowski
Michele Kohring Kwiatkowski, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brenham, Texas.

Management signature: ______________________

Title: City Manager

Date: ______________________

Governance signature: ______________________

Title: Mayor

Date: ______________________

City Council Regular Meeting

AGENDA ITEM 7

Agenda Item: **Submission of, Discussion, and Possible Action Regarding the No-New-Revenue Tax Rate, Voter-Approval Tax Rate, and Proposed Tax Rate for the 2025 Tax Year, and Take Record Vote on Proposed Tax Rate and Meeting Date for Final Adoption of Tax Rate**

Meeting Date: August 7, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The City is proposing to adopt a tax rate of $0.4676 per $100 valuation, which is ***lower*** than the No-New-Revenue rate. The maintenance & operations (M&O) property tax rate will be set at the No-New-Revenue M&O rate of $0.3256 per $100 valuation; and the interest and sinking (I&S) rate will remain unchanged at $0.1420 per $100 valuation.

The City is proposing to adopt a total tax rate (M&O and I&S) of $0.4676 for FY2025-26. The proposed rate is less than the Voter-Approval rate of $0.4802, so no election will be necessary. The proposed rate is also less than the No-New-Revenue Rate of $0.4691, so a public hearing is not required before the tax rate is adopted. We will publish the required notice of public meeting to vote on the tax rate.

ATTACHMENTS:

1. MEMO Propose Tax Rate 25-26

RECOMMENDATION:

I move that a property tax rate of $0.4676 per $100 valuation be considered by the governing body on the agendas of the September 4, 2025 and September 18, 2025 Brenham City Council meetings.

MEMORANDUM

To: Mayor, Council and City Manager

From: Julie Flagg
Chief Financial Officer

Subject: Proposed Property Tax Rate for FY2025-26

Date: August 1, 2025

Developing an annual budget and adopting a property tax rate to support that budget must be accomplished in compliance with property tax code, local government code, and City Charter. Following legislative guidelines ensures transparency to the citizens of Brenham.

City of Brenham Proposed Tax Rate for FY2025-26

On July 23, 2025, the City received the certified tax roll from the Washington County Appraisal District. The required tax rate calculations were performed, with the rates listed in the table below. The City is proposing to adopt a total tax rate (M&O and I&S) of $0.4676 for FY2025-26, which supports the budget that was presented on July 21, 2025.

The proposed rate is less than the Voter-Approval rate of $0.4802, so no election will be necessary. The proposed rate is also less than the No-New-Revenue Rate of $0.4691, so a public hearing is not required before the tax rate is adopted. The No-New-Revenue Rate is the tax rate that would produce the same amount of tax revenue if applied to the same properties taxed in both year.

Tax Rate Comparison		
	FY25-26 PROPOSED	FY24-25 ADOPTED
Property Tax Rate	$ 0 .4676	$ 0 .4584
Voter-Approval Tax Rate	$ 0 .4802	$ 0 .4666
No-New-Revenue Tax Rate	$ 0 .4691	$ 0 .4555
No-New-Revenue M&O Rate	$ 0 .3256	$ 0 .3119
M&O Tax Rate	$ 0 .3256	$ 0 .3164
Debt Tax Rate	$ 0 .1420	$ 0 .1420

Of the total proposed tax rate of $0.4676, $0.3256 is for maintenance and operations (M&O). The balance of $0.1420 is for I&S (interest and sinking, or debt service.)

Property Tax Rate	M&O	I&S (Debt)	Total
Current Tax Rate	$ 0.3164	$ 0.1420	$ 0.4584
Proposed Tax Rate	$ 0.3256	$ 0.1420	$ 0.4676
Increase/(Decrease)	$ 0.0092	$ 0.0000	$ 0.0092

Tax Freeze for Residential Homestead Property Owners Over 65 and Disabled Persons
In June of 2019, Council approved an Ordinance providing for a tax freeze for persons over 65 years of age and disabled persons. For FY 2025-26, the number of homesteads with this freeze is noted below:

- Over 65 – 1,726 accounts with an appraised value of $441,352,011
- Disabled Persons – 41 accounts with an appraised value of $6,130,481

These accounts will have their tax bill frozen from this point forward, or until the property is sold. The appraised value continues to increase (or decrease.) However, the amount due for property taxes cannot increase but can decrease. *These 1,767 accounts with a local exemption for Over 65 or Disabled Persons represent **33%** of the total homestead eligible properties (5,382 total).*

Below is a comparison chart showing the average homestead taxable value for the tax year 2024 (FY25) versus tax year 2025 (FY26), and the total change in taxes.

Comparison Table	Tax Year		Change	
	2024 (FY25)	2025 (FY26)	Dollar	Percent
Total Tax Rate (per $100 of value)	$ 0.4584	$ 0.4676	$ 0.0092	2.01%
Average Homestead Taxable Value	$ 272,061	$ 286,168	$ 14,107	5.19%
Tax on Average Homestead	$ 1,247.13	$ 1,338.12	$ 90.99	7.30%
Total Tax Levy on All Properties	$ 11,390,452	$ 12,006,579	$ 616,127	5.41%

<u>Council Action</u>
Although not required by Tax Code, we recommend that Council take a RECORD vote to place an item to adopt the proposed property tax rate on agendas of future meetings. The motion for the vote should be made as follows:

"I move that a property tax rate of $0.4676 per $100 valuation be considered by the governing body on the agendas of the September 4, 2025 and September 18, 2025 Brenham City Council meetings."

City Council Regular Meeting

AGENDA ITEM 8

Agenda Item: **Discuss and Possibly Act Upon the Ratification of the Acceptance of a Donation in the Amount of $100,050.93 from American Fidelity Assurance Company in the Name of Pierre Roberts and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: Library

Staff Contact: Tammy Murphy, Librarian

SUMMARY STATEMENT:

The Nancy Carol Roberts Memorial Library is receiving a check in the amount of $100,050.93 from Fidelity Assurance Company as the beneficiary of the life insurance policy provided by Pierre Roberts, Jr. We are honored to receive this donation in recognition of the Roberts family's dedication and love for our library. We would like to genuinely express our appreciation to the Roberts' family today for this generous donation.

ATTACHMENTS:

1. Life Insurance Policy Proceeds Letter_Redacted

RECOMMENDATION:

Approve the ratification of the acceptance of a donation in the amount of $100,050.93 the Nancy Carol Memorial Library from the life insurance proceeds from American Fidelity Assurance Company in the name of Pierre Roberts and authorize the Mayor to execute any necessary documentation.

Life Division
Toll-Free: (800) 735-9701
Phone: (405) 524-8444

AMERICAN FIDELITY
a different opinion

June 27, 2025

City of Brenham
Library Capital Expenditure Fund
200 West Vulcan Street
Brenham, TX 77833

Re: Pierre Roberts
[redacted]
Life Division of American Fidelity Assurance Company

Dear Ms. Parker:

Enclosed please find a check in the amount of $100,050.93 in full settlement of the death claim on the referenced policy.

The total settlement includes:

- Face amount of the policy in the amount of $100,000.00
- Refund of unearned premiums in the amount of $10.43
- Payment of interest on policy proceeds at the rate of three percent (3%) from June 19, 2025, to date of settlement, in the amount of $40.50

If you have any questions, please feel free to contact us at (800) 735-9701, extension 3846 or email us at AFA-Life-Claims@americanfidelity.com.

Sincerely,

LuAnn Stuart
Life Benefits Team

Enclosure

City Council Regular Meeting

AGENDA ITEM 9

Agenda Item: **Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-24-009 Relating to the Non-Exclusive Franchise Granted to Waste Solutions USA, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits**

Meeting Date: August 7, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

Waste Solution USA has requested that their sanitation franchise agreement with the City be revoked as they have not provided any roll-off dumpster service in Brenham since obtaining the franchise in April 2024.

ATTACHMENTS:

1. Ordinance Repealing Waste Solutions USA

RECOMMENDATION:

Approve an Ordinance on its first reading to repeal Ordinance No. O-24-009 relating to the Non-Exclusive Franchise granted to Waste Solutions USA, LLC to operate a roll-off container service for residents, businesses, and industries inside Brenham City Limits.

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS MAKING CERTAIN FINDINGS OF FACT; REPEALING ORDINANCE NO. O-24-009; REVOKING AND CANCELLING THE FRANCHISE GRANTED TO WASTE SOLUTIONS USA, LLC IN SAID ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Brenham ("City") entered into a franchise agreement ("Agreement") with Waste Solutions USA, LLC ("Provider") on April 4, 2024 pursuant to the enactment of Ordinance No. O-24-009; and

WHEREAS, the Provider is no longer providing roll-off services within the City of Brenham; and

WHEREAS, pursuant to Section 24 of the Agreement, Provider has notified the City that it wishes to terminate the Agreement; and

WHEREAS, the City acknowledges the receipt and adequacy of Provider's notice of termination, and agrees to terminate the Agreement, and revoke Ordinance O-24-009,

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

SECTION 1.

That Ordinance No. O-24-009 is hereby repealed, and the Agreement entered into between the City of Brenham, Texas and Waste Solutions USA, LLC as enacted by Ordinance No. O-24-009 is hereby revoked and cancelled pursuant to Article 24 of the Agreement.

SECTION 2. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 4. REPEALER

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

SECTION 5. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 6. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the ____ day of ___________, 2024.

PASSED and APPROVED on its second reading this the ____ of ___________, 2024.

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

City Council Regular Meeting

AGENDA ITEM 10

Agenda Item: **Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Errors and Omissions Liability, Public Official Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2025-26 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: HR and Risk Management

Staff Contact: Susan Nienstedt, Director of Human Resources and Risk Management

SUMMARY STATEMENT:

See Memo from Susan Nienstedt

ATTACHMENTS:

1. TML Liability and Property Rerate 2025-26 Memo

RECOMMENDATION:

Approve the renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Public Official Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Theft and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2024-25 and authorize the Mayor to execute any necessary documentation.

MEMORANDUM

To: Mayor, City Council, and City Manager

From: Susan Nienstedt, Director of Human Resources & Risk Management

Subject: Renewal of Property, Liability, and Workers Compensation Coverage with TML Intergovernmental Risk Pool for FY2025-26

Date: August 7, 2025

As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the mission statement of the Pool which provides a stable source of risk financing and rates. Local, state, national and global conditions, such as inflation, supply chain issues, natural disasters, and reinsurance costs impact our rates. Despite claims and cost pressures, TMLIRP is able to provide comparable rates to the commercial insurance market and their competitors. The renewal rates from TMLIRP for FY2025-26 are shown on the table on page 2 with a comparison to the previous year.

Our liability coverage includes general liability, law enforcement liability, errors and omissions, as well as automobile and aviation liability insurance. An increase in liability lines of coverage is due in part to increased inflation costs for automobile repairs, and higher claim values. The general liability experience modifier will decrease from 1.01 to .91. Experience modifier calculations are based on a state adopted formula comparing expected losses to actual losses over the previous three years.

Property coverage includes real and personal property, mobile equipment, and crime coverage. Increases include the application of an inflationary factor on the scheduled property values due to the continued rise in cost of materials and labor for reconstruction. The City's property schedule is reviewed by staff and necessary adjustments to building and content values are made, as well as adding new property to our schedule. In the past five years, we have experienced a low number of property claims, and this year it was determined that an increase in our property deductible from $2,500 to $5,000 per property damage occurrence would be beneficial. This change in our property deductible will result in savings of $16,502.

Workers' Compensation rates for the categories of Street and Fire employees will see a decrease in the rate, and all other categories will remain the same. The City's experience modifier for workers' compensation is increasing from .30 to .44 based on loss history over the previous three years.

Coverage Description	2024-25 Contribution	2025-26 Contribution
General Liability	30,191	**33,577**
Law Enforcement Liability	40,417	**38,652**
Errors & Omissions Liability	67,399	**69,333**
Automobile Liability	57,740	**62,402**
Automobile Physical Damage	69,802	**80,269**
Aviation Liability	6,488	**7,461**
Subtotal Liability	272,037	**291,694**
Real & Personal Property	242,409	**282,523**
Change in Deductible		**(16,502)**
Mobile Equipment	27,486	**29,504**
Crime	4,187	**1,768**
Subtotal Property	274,082	**297,293**
Workers' Compensation	116,387	**198,501**
Total All Coverage	662,506	**787,488**

The TML Risk Pool provides excellent staff and services that are familiar with the challenges faced by local government officials and employees. The best way a city can help control cost is to practice risk mitigation, and TMLIRP provides specialized services such as surveys of gas and electric utilities, and aquatic facilities to make safety recommendations and assessments.

The budget impact is an increase of $124,982 which will be decreased by a 2% early payment discount if paid by October 31, 2025.

Recommendation

We are recommending approval of the TMLIRP renewal rates for property, liability, and workers' compensation coverage effective October 1, 2025, at the rates shown on the above table.

City Council Regular Meeting

AGENDA ITEM 11

Agenda Item: **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

AJR Media Group represents the state travel publications, several of which are part of the Visit Brenham marketing plan for FY2026. The plan includes advertising with the following products:

- Texas State Travel Guide
- Texas Highways Magazine
- Texas Events Calendar
- TexasHighways.com
- TourTexas.com banners

This year staff has eliminated the Hot & Happening Events eNewsletter and the cost of TourTexas.com banners increased by $299.00. Overall, the costs associated with advertising with AJR Media Group has decreased by $296.00.

Staff recommends your approval of the attached proposal for FY2026 advertising in the amount of $56,894.86.

ATTACHMENTS:

1. 2026 AJR Brenham Proposal
2. 2026 Texas State Travel Guide Contract
3. 2026 Texas Highways Contract
4. 2026 Texas Events Calendar Contract
5. 2026 TexasHighways.com Contract
6. 2026 TourTexas.com Contract

RECOMMENDATION:

Approve an agreement between the City of Brenham and AJR Media Group, in the amount of $56,894.86, related to advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and authorize the Mayor to execute any necessary documentation.

Visit Brenham | Washington County
AJR Media Group | 2026 Proposal

Previous Order Date	Product *LINK TO MEDIA KIT*	Description *LINK TO SPECS*	Frequency	Run Date	Space Deadline	Materials Deadline	Rate Card	Discounts	Final Net Amount	*Comments:*
Aug 19, 2024	**Texas State Travel Guide**	1/3 Page Horizontal	Annual	**2026 (Jan)**	Oct 2, 2025 **Early res. Aug 5, 2025**	Oct 9, 2025	$5,501.00	**10% +5%**	**$4,703.36**	*Travel Guide includes both **10% "Multi-Title Discount"** AND **5% "Early Reservation Discount"** (confirm by Aug 5)*
Aug 19, 2024	**Texas Highways Magazine**	Full Page Bleed	1 of 6	**Nov - 2025**	Aug 15, 2025	Aug 29, 2025	$6,723.00	**10%**	**$6,050.70**	
			2 of 6	**Dec - 2026**	Sep 15, 2025	Sep 29, 2025	$6,723.00	**10%**	**$6,050.70**	***To qualifies for TxDOT's "Multi-Title Discount Plan B" (10% discount on all print & digital), place the following space:***
			3 of 6	**Jan/Feb 2026**	Oct 15, 2025	Oct 29, 2025	$6,723.00	**10%**	**$6,050.70**	***• 6X's Texas Highways • 4X's Events Calendar • 1X State Travel Guide****
			4 of 6	**Mar - 2026**	Dec 15, 2025	Dec 29, 2025	$6,723.00	**10%**	**$6,050.70**	***10% discount applies to all 3 publications AND TexasHighways.com***
			5 of 6	**May - 2026**	Feb 15, 2026	Mar 1, 2026	$6,723.00	**10%**	**$6,050.70**	
		Double Page Spread	6 of 6	**July/Aug 2026**	Apr 15, 2026	Apr 29, 2026	$12,774.00	**10%**	**$11,496.60**	
Aug 19, 2024	**Texas Events Calendar**	1/3 Page Vertical	1 of 4	**Spring 2026** *(Mar/Apr/May)*	Nov 15, 2025	Nov 22, 2025	$984.00	**10%**	**$885.60**	
			2 of 4	**Summer 2026** *(Jun/Jul/Aug)*	Feb 15, 2026	Feb 22, 2026	$984.00	**10%**	**$885.60**	
			3 of 4	**Fall 2026** *(Sep/Oct/Nov)*	May 15, 2026	May 22, 2026	$984.00	**10%**	**$885.60**	
			4 of 4	**Winter 2026/27** *(Dec/Jan/Feb)*	Aug 15, 2026	Aug 22, 2026	$984.00	**10%**	**$885.60**	
Aug 19, 2024	**TexasHighways.com**	Double Medium Rectangle Banner	1 of 4	**Nov - 2025**	*hold*	Oct 15, 2025	$590.00	**10%**	**$531.00**	*Guarantee of 25,000 impressions per month*
			2 of 4	**Mar - 2026**	*hold*	Feb 15, 2026	$590.00	**10%**	**$531.00**	**consider upgrading to **"double half-page"** banner at $720 each*
			3 of 4	**May - 2026**	*hold*	Apr 15, 2026	$590.00	**10%**	**$531.00**	
			4 of 4	**Sep - 2026**	*hold*	Aug 15, 2026	$590.00	**10%**	**$531.00**	**consider addition of eNewsletter **"Exclusive" Sponsored Content** at $1940 each*
								TxDOT Total:	***$52,119.86***	
Aug 19, 2024	**TourTexas.com**	Destination Content Plan	Annual	**Oct 1, 2025 through Sept 30, 2026**	Sep 1, 2025	Update at any time	$4,775.00	n/a	**$4,775.00**	*4 SEO-rich content pages including images, leads, Video, PDF, Web, Social etc.*
								TourTexas.com Total:	***$4,775.00***	
								Grand Total:	***$56,894.86***	

AJR Media Group | Connie Blair
512-524-0750 | connie@ajrmediagroup.com

TEXAS STATE TRAVEL GUIDE

Texas State Travel Guide
125 E 11 St
Austin, TX 78701

INSERTION ORDER:26793

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Kathrine Briscoe

Email: kbriscoe@visitbrenhamtexas.com

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Billing Information:

Contact: Kathrine Briscoe

Email: kbriscoe@visitbrenhamtexas.com

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Product	Rate	Discount	Taxable	Net
Texas State Travel Guide				
January 2026 - 1/3 Page Horizontal	$5,501.00	$0.00		$5,501.00
Discount - Early Reservation Discount:				$-275.05
Discount - TxDOT 10% Multi-Title Discount:				$-522.60
			Sub Total:	$4,703.35

Contract Notes:
Includes 5% Early Reservation Discount and 10% Multi-Title Discount.
Please place nearest Brenham edit.

Materials. Primary: Melinda Faubion melfaubion@mac.com
cc Kathrine Briscoe kbriscoe@visitbrenhamtexas.com

Invoices. Primary: Kathrine Briscoe kbriscoe@visitbrenhamtexas.com
cc Nancy Joiner: njoiner@cityofbrenham.org

Sub Total:	$4,703.35
Tax:	$0.00
Total:	$4,703.35

Materials Contact:
Email: melfaubion@mac.com

Invoice Date Preference:
Oct 1 (on or after)

Materials Terms & Conditions:
All materials are due approximately 3 MONTHS PRIOR to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to ad materials being pulled from your prior runs if available.

Reader Service Information **PER TXDOT POLICY, the name of the advertiser listed on the Reader Service page will include JUST the name of the city or attraction.**
Visit Brenham/Washington County, Brenham Visitor Center, info@visitbrenhamtexas.com, www.VisitBrenhamTexas.com

Contract Terms & Conditions:
Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: [______________________________ **Date:** ____________

Texas Highways

Texas Highways Magazine
125 E 11 St
Austin, TX 78701

INSERTION ORDER:26794

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Kathrine Briscoe

Contact Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Billing Information:

Contact: Kathrine Briscoe

Bill To Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Product	Rate	Discount	Taxable	Net
Texas Highways				
November 2025 - Full Page Bleed	$6,723.00	$672.30		$6,050.70
December 2025 - Full Page Bleed	$6,723.00	$672.30		$6,050.70
January-February 2026 - Full Page Bleed	$6,723.00	$672.30		$6,050.70
March 2026 - Full Page Bleed	$6,723.00	$672.30		$6,050.70
May 2026 - Full Page Bleed	$6,723.00	$672.30		$6,050.70
July-August 2026 - Spread	$12,774.00	$1,277.40		$11,496.60

Sub Total: $41,750.10

Contract Notes:
Includes 10% Multi-Title Discount.

Materials. Primary: Melinda Faubion melfaubion@mac.com
cc Kathrine Briscoe kbriscoe@visitbrenhamtexas.com

Invoices. Primary: Kathrine Briscoe kbriscoe@visitbrenhamtexas.com
cc Nancy Joiner: njoiner@cityofbrenham.org

Sub Total:	$41,750.10
Tax:	$0.00
Total:	$41,750.10

Materials Contact: Email: melfaubion@mac.com

Materials Terms & Conditions:
All materials are due **approximately 2 MONTHS PRIOR** to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to information being pulled from your prior runs if available.

Reader Service Information: Visit Brenham/Washington County, Brenham Visitor Center, info@visitbrenhamtexas.com, www.VisitBrenhamTexas.com Contract

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: [______________________

Date: ____________

Texas Highways Events Calendar
125 E 11 St
Austin, TX 78701

INSERTION ORDER:26795

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Kathrine Briscoe

Contact Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Billing Information:

Contact: Kathrine Briscoe

Bill To Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Product	Rate	Discount	Taxable	Net
Texas Events Calendar				
Spring 2026 - 1/3 Page Vertical	$984.00	$98.40		$885.60
Summer 2026 - 1/3 Page Vertical	$984.00	$98.40		$885.60
Fall 2026 - 1/3 Page Vertical	$984.00	$98.40		$885.60
Winter 2026 - 1/3 Page Vertical	$984.00	$98.40		$885.60

Sub Total: $3,542.40

Contract Notes:
Includes 10% Multi-Title Discount.

Materials. Primary: Melinda Faubion melfaubion@mac.com
cc Kathrine Briscoe kbriscoe@visitbrenhamtexas.com

Invoices. Primary: Kathrine Briscoe kbriscoe@visitbrenhamtexas.com
cc Nancy Joiner: njoiner@cityofbrenham.org

Sub Total::	$3,542.40
Tax:	$0.00
Total:	$3,542.40

Materials Contact: melfaubion@mac.com

Materials Terms & Conditions:
Ads are due on or prior to the materials deadline. Ads outstanding beyond the due date for your scheduled run will be subject to pickup of a previous ad, if available. If no previous ad is available, space will be rescheduled for a future issue.

Listing Information: Visit Brenham/Washington County, 979-337-7580, www.visitbrenhamtexas.com, www.VisitBrenhamTexas.com

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: [______________________ **Date:** ____________

TexasHighways.com

INSERTION ORDER: 26796

Texas Highways Magazine
ATTN: Financial Management - Accounts Receivable
125 E 11 Street
Austin, TX 78701

(UPDATED ADDRESS)

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Kathrine Briscoe

Contact Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Billing Information:

Contact: Kathrine Briscoe

Bill To Email: kbriscoe@visitbrenhamtexas.com

Address:

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Product	Rate	Discount	Taxable	Net
Texashighways.com				
November 2025 - Double Medium Rectangle	$590.00	$59.00		$531.00
March 2026 - Double Medium Rectangle	$590.00	$59.00		$531.00
May 2026 - Double Medium Rectangle	$590.00	$59.00		$531.00
September 2026 - Double Medium Rectangle	$590.00	$59.00		$531.00

Sub Total: $2,124.00

Contract Notes:
Includes 10% Multi-Title Discount.

Materials. Primary: Melinda Faubion melfaubion@mac.com
cc Kathrine Briscoe kbriscoe@visitbrenhamtexas.com

Invoices. Primary: Kathrine Briscoe kbriscoe@visitbrenhamtexas.com
cc Nancy Joiner: njoiner@cityofbrenham.org

Sub Total:	$2,124.00
Tax:	$0.00
Total:	$2,124.00

Materials Contact:

Email: melfaubion@mac.com

Materials Terms & Conditions:
Request for materials will be emailed to the contact above approximately 6 weeks prior to your scheduled run. Materials outstanding after the due date will be subject to information being pulled from your prior runs and/or content plan.

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: [________________________ **Date:** __________

AJR Media Group
25132 Oakhurst Drive,
Suite 201
Spring, TX 77386

INSERTION ORDER:26797

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Kathrine Briscoe

Contact Email: kbriscoe@visitbrenhamtexas.com

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Billing Information:

Contact: Kathrine Briscoe

Bill To Email: kbriscoe@visitbrenhamtexas.com

Visit Brenham/Washington County
Kathrine Briscoe
115 W. Main Street
Brenham, TX 77833

Product	Rate	Discount	Taxable	Net
TourTexas.com				
October 2025 - Destination Content Plan - RENEWAL	$4,775.00	$0.00		$4,775.00
			Sub Total:	$4,775.00

Contract Notes:
Annual Destination Content Plan
Oct 1, 2025 through Sept 30, 2026

Materials. Primary: Melinda Faubion melfaubion@mac.com
cc Kathrine Briscoe kbriscoe@visitbrenhamtexas.com

Invoices. Primary: Kathrine Briscoe
kbriscoe@visitbrenhamtexas.com
cc Nancy Joiner: njoiner@cityofbrenham.org

Sub Total:	$4,775.00
Tax:	$0.00
Total:	$4,775.00

Materials Contact:
Email: melfaubion@mac.com

Materials Terms & Conditions:
If applicable, **request for materials will be emailed to the contact above** approximately 6 weeks prior to your scheduled run. Materials outstanding after the due date will be subject to information being pulled from your prior runs and/or content plan.

Contract Terms & Conditions:
The following AJR Media Group LLC (AJRMG) terms and conditions ("Advertiser Terms and Conditions") govern the placement and delivery of advertising ("Ad") as set forth in Advertising Insertion Orders submitted by the Advertiser or Agency. This Agreement is entered by and between AJRMG and the company named as Advertiser in the Insertion Order ("Advertiser") and/or the agency listed in the Insertion Order for such Advertiser ("Agency"), if any.

1. Invoices will be sent by AJRMG according to our normal billing procedures
2. Payment is due within thirty (30) calendar days following the date of invoice

For AJRMG complete Insertion Order Terms and Conditions please go to https//www.ajrmediagroup.net/termsandconditions

Client Signature: [______________________________ **Date:** ____________

City Council Regular Meeting

AGENDA ITEM 12

Agenda Item: **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Madden Media Related to Digital Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

Visit Brenham DMO has worked with Madden Media to develop a proposal for digital marketing for FY2026, with the objectives of increasing brand awareness and overnight visitation. Madden will help us accomplish this through the following tactics:

- Google SEM
- Genius Monkey Programmatic Display
- Genius Monkey Programmatic Video
- Meta Prospecting
- Meta Video
- NextDoor
- City Cast Austin (2 flights)

Overall, the costs associated with advertising with Madden Media has increased by $120.00. Staff recommends your approval of this proposal by Madden Media in the amount of $99,840 for FY2026 digital marketing.

ATTACHMENTS:

1. Madden Media Agreement
2. City of Brenham Purchasing Addendum - 10-09-24 MM Signed

RECOMMENDATION:

Approve an agreement between the City of Brenham and Madden Media, in the amount of $99,840.00, related to digital advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and authorize the Mayor to execute any necessary documentation.

31 N 6th Ave.
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
mmcontracts@maddenmedia.com

Contract Number	00010003
Expiration Date	1/31/2025

Account Name	City of Brenham	Bill To Account	City of Brenham
Contact Name	Atwood Kenjura	Bill To Account Address	PO Box 1059 Brenham, TX 77834

Product	Sales Price	Quantity	Total Price	Line Item Description
*Media	USD 5,380.00	1.00	USD 5,380.00	City Cast Austin
*Media	USD 6,500.00	1.00	USD 6,500.00	NextDoor-Deliverable: 828,000 impressions
Account Management (<$100K Spend) - (Monthly)	USD 12,600.00	1.00	USD 12,600.00	Account management, media strategy, placement, execution, optimizations.
Creative & Production	USD 3,360.00	1.00	USD 3,360.00	Media Platforms Creative/Design Support-Creative optimizations, support, and adjustments of assets needed to fulfill media plan. All platforms require custom content, image sizes and more for proper loading performance.
Genius Monkey Display (CPM)	USD 18,000.00	1.00	USD 18,000.00	Deliverable: 2,250,000 impressions
Genius Monkey Video (CPM)	USD 18,000.00	1.00	USD 18,000.00	Deliverable: 686,000 impressions
Google SEM - General Leisure (CPC)	USD 15,000.00	1.00	USD 15,000.00	Deliverable: 16,667 clicks
Meta Ads Prospecting (CPC)	USD 13,000.00	1.00	USD 13,000.00	Deliverable: 17,568 clicks
Meta Video Distribution (CPM)	USD 8,000.00	1.00	USD 8,000.00	Deliverable: 983,000 impressions

Description	FY25-26 Digital Marketing Campaign Oct 1, 2025 - Sept 30, 2026	Subtotal	USD 99,840.00
		Grand Total	USD 99,840.00

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)
https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)
https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)
https://maddenmedia.com/mm_prof_services_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)
https://maddenmedia.com/mm_voyage_terms

Created Date 7/25/2025

31 N 6th Ave.
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
mmcontracts@maddenmedia.com

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

CITY OF BRENHAM

Addendum to Vendor's Contract

Vendor Name: Madden Preprint Media, LLC ("Vendor")

Vendor Address: 31 N 6th Ave, STE 105-157 Tucson, AZ 85701

The City of Brenham ("City”) and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to the City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by the City because of its status as a municipal home-rule corporation of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against the City:

1. Requiring the City of Brenham to maintain any type of insurance either for the City’s benefit or for the Vendor's benefit.

2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term, unless the contract contains an option for the City to prevent the automatic renewal upon notice to the Vendor.

3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.

4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.

5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable laws.

6. Disclaiming responsibility for defective goods, whether manufactured by the Vendor or purchased and resold by the Vendor.

7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the City if the Agreement is terminated before the end of the contract term.

8. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.

9. Binding the City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

10. Obligating the City to pay costs of collection or attorneys' fees.

11. Requiring the City to provide warranties.

12. Obligating the City to indemnify, defend or hold harmless any party, unless allowed by the laws and Constitution of the State of Texas

13. Obliging the City to pay invoices fewer than thirty (30) days from receipt or requiring payment by credit card.

MISCELLANEOUS PROVISIONS:

Use of Trademark: Any City of Brenham or Visit Brenham trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the City. These items are property of the City and should not be placed in publications or in any medium (i.e., websites, social media, newsletters, fliers, posters, emails, etc.). For questions concerning copyrighted materials and the use of City trademark logos, verbiage and/or wordmarks, please contact the Office of the City Secretary at 979-337-7567

Copyrighted Material: The Vendor represents that all content including but not limited to logos, trademarks, photos, illustrations, audio, video, writings, recordings, music, computer programs and other works which may be copyrighted that are provided, performed, presented or supplied by the Vendor are owned by the Vendor, or the Vendor has received explicit permission for use, and the material does not violate any United States copyright laws.

Cloud Computing State Risk and Authorization Management Program: Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

Mandatory Venue: Venue for any suit filed against the City shall be in Washington County, Texas. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

Loss of Funding: Performance by the City under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then City will issue written notice to the Vendor and the City may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of the City.

Payment: All payment for goods and services shall be governed by Chapter 2251, Texas Government Code.

Non-Waiver: The Vendor expressly acknowledges the City is a subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by the City of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the City under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

Confidentiality: Vendor acknowledges that the City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement. The requirements of Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that Chapter.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, a pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Termination: The City may terminate, for convenience, its obligations under the Vendor's Contract by giving 30 days' written notice to the Vendor. The City may, upon written notice of default or breach to the Vendor, immediately terminate the Vendor's Contract if Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. If the City determines that an aspect of the Contract has materially or substantially changed, the City may terminate the contract by providing 7 days' written notice to the Vendor.

Termination of the Vendor's Contract shall not release the Vendor from liability or obligation set forth in the contract that is expressly stated to survive termination, including, but not limited to, provisions regarding indemnification, records, audit, property rights, dispute resolution, and invoice and fee verifications. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, under the laws of the State of Texas.

No Boycott of Israel: Vendor certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Conflict of Interest: The Vendor acknowledges that they have been notified by the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization: Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

No Boycott of Energy Companies. If this Contract has a value of $100,000 or more, and if Vendor has more than 10 full-time employees, Vendor’s signature herein below shall constitute written verification that the Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract.

No Discrimination Against Firearm Entity or Firearm Trade Association. If this Contract has a value of $100,000 or more, and if the Vendor has more than ten (10) full-time employees, Vendor’s signature herein below shall constitute written verification that Vendor: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

Entire Agreement: This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

Savings Clause: If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

Notices: All notices shall be mailed to the “City of Brenham, Attn: City Manager, PO Box 1059, Brenham, TX 77834”.

To the extent the language in this Addendum conflicts with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

CITY OF BRENHAM	**VENDOR**
BY: ______________	BY: Signed by: Greg Cappola 37151A00896043F...
NAME: ______________	NAME: Greg Cappola
TITLE: ______________	TITLE: CFO
DATE: ______________	DATE: 7/30/2025 | 5:36 PM MST

City Council Regular Meeting

AGENDA ITEM 13

Agenda Item: **Discuss and Possibly Act Upon an Agreement with CR Systems, Inc. for Roof Renovations at the Barnhill Center Through The Interlocal Purchasing System (TIPS) Contract No. 24060 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: August 7, 2025

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Maintenance Department is seeking the Mayor and Council's approval to repair the roof of the Barnhill Center. After evaluating different roof replacement types, Maintenance recommends using a coating system for the roof repairs at the Barnhill Center. There are several different material types, as each company has their own brand of products. After evaluating each of these, Maintenance recommends using CR Systems Inc. with TIPS Contract # 240604. A renewable 20-year warranty is provided by CR Systems.

Maintenance in past roofing applications has used CR Systems to provide a rigid polyurethane 1.5 inches thick that is then covered with a silicone roofing coat. Granules are mixed into the roofing coat to provide added roof protection. Prior to roofing, Maintenance Staff will replace all wooden blocking of drain and gas lines with new blocking to keep lines off the roof surface. The cost of this project is $87,866.00 and can be done on TIPS Contract #240604.

The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. The City of Brenham has used TIPS for numerous purchases on past projects.

ATTACHMENTS:

1. Barnhill foam tech proposal 06 27 25

RECOMMENDATION:

Approve an agreement with CR Systems, Inc. for roof renovations to the Barnhill Center through The Interlocal Purchasing System (TIPS) Contract No. 240604 in the amount of $87,866.00 and authorize the Mayor to execute any necessary documentation.

CR SYSTEMS INC.

ROOFING PROPOSAL

Client Name	**City of Brenham** **TIPS CONTRACT #240604**
Building Name	**Barnhill Theater**
Address	111 W Main Street Brenham, TX 77833
Date	**June 27, 2025**

We propose to furnish all materials, labor, insurance, and equipment necessary to do the following work according to the specifications and recommendations of the material manufacture details. The following proposal is based upon current materials pricing and the manufacturer's specifications. This proposal will remain valid for ***(30) days.***

Scope of Work for Foam Granules Application

1. Provide all required safety equipment, PPE, etc. as necessary for this application.
2. Clean new decking surface to prepare for new SPF application, attach existing roof with new fasteners.
3. Remove any wet existing roofing.
4. Apply an average of 1.5 inches of spray applied rigid polyurethane foam over the prepared roof surface areas. Polyurethane foam shall have an average density of 3.0 lbs. PCF, and an average compressive strength of 45 PSI, to achieve an R25.
5. All curbs, penetrations, etc. shall be sealed in as part of the new seamless, monolithic application.
6. Apply silicone roof coating basecoat/topcoat over the new polyurethane foam assembly. Application shall be at a rate to achieve an average DFT of 30 mils.
7. Broadcast new granules into the wet topcoat to provide added protection to the roof system from foot traffic, bird damage, etc.
8. Clean and remove all roofing debris.
9. Provide Renewable Twenty Year CR Systems warranty.

Cost for Scope of Work	**$87,866.00**

***Taxes not included**

Terms of Payment – Payment due upon completion, If there are any questions, please contact our office at 979-704-5116.

ACCEPTANCE OF PROPOSAL – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Rayne Knight 06/27/25

Rayne Knight Date Owner/Representative Date

President
979-777-9383 cell
Rayne@crsystemsinc.com

City Council Regular Meeting
AGENDA ITEM 15

Agenda Item: **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**

Meeting Date: August 7, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.

City of BRENHAM

City Council Regular Meeting

AGENDA ITEM 16

Agenda Item: **Discuss and Possibly Act Upon the Purchase, Exchange, and/or Acquisition of Real Property and Authorize the City Manager to Negotiate, Approve and Execute a Contract for the Acquisition of Real Property for the City of Brenham Electric Department Improvements and Facilities**

Meeting Date: August 7, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the purchase, exchange, and/or acquisition of real property and authorize the City Manager to negotiate, approve and execute a contract for the acquisition of real property for the City of Brenham Electric Department improvements and facilities.