



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 18, 2025 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Steve Soman**
- 3. Special Introduction - Brenham Police Department Officer Nicholas Pfeffer**
- 4. Citizen Comments**

CONSENT AGENDA

5. 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.

- 5.a. Approve the Minutes from the August 27, 2025 Special City Council Meeting**
- 5.b. Approve Resolution No. R-25-023 Reauthorizing the Investment Policy and Strategy for the City of Brenham**
- 5.c. Approve Resolution No. R-25-024 Approving the Texas Settlement Subdivision Participation and Release Forms Related to the Purdue Pharma/Sackler Family and Secondary Manufacturers Opioid Settlement**
- 5.d. Approve the Ratification of Final Payment to Dudley Construction, LLC, in the Amount of \$72,529.06, Related to Project No. 66C-15C for the Industrial Boulevard Pumping Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Ordinance No. O-25-014 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026**

TAXPAYER IMPACT:

Scenario	Median Taxable Homestead	Tax Rate	Estimated Tax Bill	Change from
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	Value			Current Year
Current Year Adopted Rate	\$245,880 (2024)	\$0.4584	\$1,127.11	
No-New-Revenue Rate (FY26)	\$256,175 (2025)	\$0.4691	\$1,201.72	\$74.61
Proposed Budget (FY26)	\$256,175 (2025)	\$0.4676	\$1,197.87	\$70.76

7. Discuss and Possibly Act Upon Ordinance No. O-25-015 on Its Second Reading Levying Property Taxes for the Tax Year 2025 for the City of Brenham at \$0.4676 per \$100.00 Valuation
8. Discuss and Possibly Act Upon Ordinance No. O-25-016 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham:
 - Section 2025-01: Approximately 169.42 Acres of Land Located West of Dixie Road and North of Sunset Road
 - Section 2025-02: Described Generally as a 0.778 Acre Tract of Land Extending from the Current City Limit Line Northwesterly Along the Northeast Line of the James Stewart Brown and Melanie Ida Brown Tract to the Southeast Corner of a 12.866 Acre Tract Owned by Dwayne Ray McGee, et ux
 - Section 2025-03: Approximately 1.6 Acres of Land, Called Dixie Road and Right-Of-Way, Situated in Washington County, Texas Extending from the Current City Limit Line Northwesterly to the Southeast Corner of a 12.866 Acre Tract Owned by Dwayne Ray McGee, et ux
9. Discuss and Possibly Act Upon Ordinance No. O-25-017 on It's Second Reading Amending the City of Brenham's Official Zoning Map of the Code of Ordinances to Assign a Zoning Classification of Planned Development District (PDD) on Approximately 169.42 Acres of Land Located West of Dixie Road and North of Sunset Road, and Approximately 0.778 Acres of Land, Located South and West of Dixie Road, Said 169.42 Acre Tract and 0.778 Acre Tract Being More Particularly Described in the PDD Rezoning Ordinance (Case No. REZONE-25-0002)
10. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc for FY2025-26 On-Call Engineering Services and Authorize the Mayor to Execute Any Necessary Documentation
11. Discuss and Possibly Act Upon the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2617BREN with TxDOT for FY 2026 and Authorize the Mayor to Execute Any Necessary Documentation
12. Discuss and Possibly Act Upon A Contract Between the City of Brenham and DBT Transportation Services, LLC Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and

Authorize the Mayor to Execute Any Necessary Documentation

13. Administrative/Elected Officials Report

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutory 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

14. **Section 551.072, Texas Government Code — Real Property- Discussion Related to a Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N. Baylor Street in Brenham, Washington County, Texas.**
15. **Section 551.071 Texas Government Code - Consultation with City Attorney Concerning Petition Received from Property Owner Ronan Smith Requesting that 22.08 Acres of Land be Released from the City of Brenham's Extraterritorial Jurisdiction (ETJ)**

RE-OPEN REGULAR SESSION

16. **Discuss and Possibly Act Upon Petition Received from Ronan Smith Requesting that 22.08 Acres of Land be Released from the City of Brenham's Extraterritorial Jurisdiction (ETJ) and Authorize the Mayor to Execute Any Necessary Documentation**

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, September 18, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Thursday, September 11, 2025 at 1:20 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 three (3) business days 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 Special Meeting of the Brenham City Council was held on Wednesday, August 27, 2025 beginning at 8:30 AM in the Brenham City Hall, 2nd Floor Conference Room, 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, City Secretary/Director of Administrative Services Jeana Bellinger and Director of HR and Risk Management Susan Nienstedt

Citizens/Others Present:

Judge John Durrenberger, Commissioner Misty Corn, Harrison Williams, Carrie Marmol, Will Hampton and Mike Mallory

Media Present:

Joshua Blaschke, KWHI

1. Call Meeting to Order

REGULAR SESSION

2. Discuss and Possibly Act Upon:

- a. **An Agreement with Baylor Scott & White Health for Group Medical Coverage Benefits for the Plan Year October 1, 2025 through September 30, 2026;**
- b. **An Agreement with United HealthCare for Voluntary Dental and Vision Coverage Benefits for the Plan Year October 1, 2025 through September 30, 2026;**
- c. **An Agreement with Ochs/Securian for Employee-Sponsored Basic Life, Accidental Death and Dismemberment, and Long-Term Disability Coverage Benefits for the Plan Year October 1, 2025 through**

- September 30, 2026;**
- d. An Agreement with Surency for the Administration of Flexible Spending Account/Dependent Care Reimbursement, Health Savings Account, and COBRA for the Plan Year October 1, 2025 through September 30, 2026;**
 - e. An Agreement with Alliance Work Partners for an Employer-Sponsored Employee Assistance Program for the Plan Year October 1, 2025 through September 30, 2026; and**
 - f. An Agreement with FinPath for an Employer-Sponsored Financial Wellness Program for the Plan Year October 1, 2025 through September 30, 2026**

and Authorize the Mayor to Execute Any Necessary Documentation

Director of HR and Risk Management Susan Nienstedt presented this item. Nienstedt explained that HUB International worked tirelessly as our benefit consultant to negotiate pricing for our lines of coverage, as well as analyzing and informing us of trends in our health and wellness position. HUB negotiated with our current medical provider, United HealthCare, for a reasonable renewal in early July; however, the increase was not acceptable at an increase of over 16%. Due to the increase, HUB requested proposals from other providers for all lines of coverage

Nienstedt advised that, based on HUB's recommendation, staff recommends the following:

- Group medical plan changing to Baylor Scott & White (BSW). This change will result in a decrease in premiums for both employees and the city. Also, the BSW plan allows employees to buy-up to the PPO, which includes out-of-network coverage, or remain in the BSW network on the HMO or HDHP/HSA plan.
- Flexible Spending, Dependent Care, and Health Savings accounts will continue to be administered by Surency and will be provided with BSW with no rate change.
- Changing our Basic Life, AD&D, and long-term disability provider to Ochs/Securian with a life insurance amount of \$50,000 for each full-time city employee. Ochs/Securian will also allow employees to purchase additional life insurance coverage for themselves and/or add coverage for their family members - which will be a newly added benefit.
- Alliance Work Partners for our Employee Assistance Program, with no rate change.
- Add a financial wellness program with FinPath. This program will help employees take control of their money with the help of trusted financial coaches and powerful online financial health tools. This benefit will be funded by the City.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve: (1) an agreement with Baylor Scott & White Health for Group Medical coverage benefits for the plan year October 1, 2025 through September 30, 2026; (2) an agreement with United HealthCare for Voluntary Dental and Vision coverage benefits for the plan year October 1, 2025 through September 30, 2026; (3) an agreement with Ochs/Securian for Employee-Sponsored Basic Life, Accidental Death and Dismemberment, and Long-Term Disability coverage benefits for the plan year October 1, 2025 through September 30, 2026; (4) an agreement with Surency for the administration of Flexible Spending Account/Dependent Care Reimbursement, Health Savings Account, and COBRA for the plan year October 1, 2025 through September 30, 2026; (5) an agreement with Alliance Work Partners for an Employer-Sponsored Employee Assistance Program for the plan year October 1, 2025 through September 30, 2026; and (6) an agreement with FinPath for an Employer-Sponsored Financial Wellness Program for the plan year October 1, 2025 through September 30, 2026 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

3. Discuss and Possibly Act Upon the Renewal of Cyber Liability and Data Breach Response Insurance Coverage with AmTrust Cyber, Billed and Collected by Texas Municipal League Intergovernmental Risk Pool, and Authorize the Mayor to Execute Any Necessary Documentation

Director of HR and Risk Management Susan Nienstedt presented this item. Nienstedt explained that cybersecurity coverage continues to change quickly as cybercrime increases for municipalities. As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the Pool's ability to provide comparable rates to the commercial insurance market and its competitors.

Nienstedt stated that AmTrust Cyber renewal for the plan year October 1, 2025 through September 30, 2026, will remain the same cost as last year at \$44,017.69, billed and collected through Texas Municipal League Intergovernmental Risk Pool.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to renew the cyber liability and data breach response insurance

coverage with AmTrust Cyber, billed and collected by Texas Municipal League Intergovernmental Risk Pool and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

WORK SESSION

4. Discussion and Presentation by Strategic Government Resources (SGR) on the Strategic Plan for Washington County

Mike Mallory with Strategic Government Resources (SGR) presented information on Washington County's strategic plan and the planning process involved in creating such a plan for the County. SGR also asked for feedback from City Council on several questions related to Washington County's needs, current challenges and the future of Washington County. The City Council provided the following information:

- What They Love Most About Washington County
 - Small town feel
 - Sense of community (neighbors helping neighbors)
- What They Hope Never Changes
 - Small town feel
- Washington County's Top Three (3) Needs
 - Ground water conservation
 - Infrastructure/roads
 - Support of BISD
 - Judicial center and courthouse repairs/security
 - Bringing more jobs to the area
- Washington County's Challenges
 - Affordability
 - Water
 - BISD
 - Economic Development

- What They Would Washington County to Look Like in 10 Years
 - Younger families
 - More industry
 - Medical facilities

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Draft



City Council Regular Meeting **AGENDA ITEM 5.b**

Agenda Item: Approve Resolution No. R-25-023 Reauthorizing the Investment Policy and Strategy for the City of Brenham

Meeting Date: September 18, 2025

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

In 1987, the Texas Legislature adopted the Public Funds Investment Act (PFIA) which established guidelines for local governments. This Act requires that local governments adopt a written investment policy and reauthorize the policy annually. Working with Linda Patterson, Treasury Consultant for the City, we have reviewed the current policy and have several minor changes for this year.

Section V. Responsibility and Control – Added Chief Financial Officer as a designated Investment Officer and removed City Manager.

Section VI. Suitable and Authorized Investments – To item number 5, we have added the wording “to include spread products” to clarify that balances held in money market accounts are able to participate in a program that “spreads” them among multiple FDIC insured banks within a network. Participation in a spread network can be used in conjunction or as an alternative to pledged securities to ensure that large bank balances are fully insured.

Section IX. Safekeeping of Securities and Collateral – Added a requirement that an annual compliance audit be performed by the Investment Officers to ensure that investment practices are in compliance with the policy and state law.

ATTACHMENTS:

1. Resolution No. R-25-023
2. Investment Policy 2025

RECOMMENDATION:

Approve Resolution No. R-25-023 reauthorizing the Investment Policy and Strategy for the City of Brenham.

RESOLUTION NO. R-25-023

A RESOLUTION ADOPTING INVESTMENT POLICY AND STRATEGY FOR THE CITY OF BRENHAM

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the City Council to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the resolution approving the policy and strategy to record any changes made thereto; and

WHEREAS, the City has chosen to make certain changes to the Policy to include the following;

- Adding the Chief Financial Officer as an Investment Officer; removing City Manager
- Clarifying that authorized investments in fully insured interest bearing or money market accounts may include spread products
- Requiring that an annual compliance audit be conducted by the investment officers

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

The City has complied with the requirements of the Public Funds Investment Act and the Investment Policy and Strategy, attached hereto, is hereby adopted as the Investment Policy of the City.

APPROVED on this 18th day of September, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



INVESTMENT POLICY

I. POLICY

It is the policy of the City of Brenham that all available funds shall be invested in conformance with these legal and administrative guidelines with consideration for anticipated cash flow requirements and consideration of the safety and risk of investments. The City shall seek to optimize interest earnings to the extent possible based on these risk parameters.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City of Brenham funds. The City of Brenham's investment portfolio shall be designed and managed in a manner designed to obtain the highest reasonable earnings from this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal
- Maintenance of sufficient **liquidity** to meet operating needs
- Diversification to avoid concentrated risk
- **Public trust** from prudent investment activities
- Optimization of **interest earnings** on the portfolio

The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City of Brenham's funds. This Policy serves to satisfy the statutory requirements of the Public Funds Investment Act, the "Act", (Texas Government Code, Chapter 2256) in defining and adopting a formal investment policy and strategy. The policy and strategy shall be reviewed by the Audit / Investment Committee and adopted by resolution of the City Council no less than annually. Any modifications to the Policy will be noted in the written resolution.

INVESTMENT POLICY

II. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City of Brenham. These funds are accounted for in the City of Brenham's Annual Audited Financial Statements and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Brenham Community Development Corporation Funds
- Internal Service Funds
- Self-Insurance Funds
- Any new fund created by the City of Brenham, unless specifically exempted from this Policy by the City Council or by law.

The City of Brenham may consolidate cash balances from all funds for investment purposes and efficiencies. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. The consolidated portfolio will address the varying needs, goals, and objectives of each fund.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City of Brenham by outside agencies or under deferred compensation programs.

III. INVESTMENT OBJECTIVES

The City of Brenham shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield**. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City of Brenham shall maintain a comprehensive cash management program, which includes timely collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of funds. Cash management is defined as the process of managing monies in order to ensure cash availability and reasonable market earnings on the City's assets.

INVESTMENT POLICY

SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the City of Brenham shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Competitive bidding and perfected ownership of investments will be in place at all times. The objective will be to mitigate credit and interest rate risk. Each investment transaction shall be conducted in a manner to control the risk of capital loss by investing in high credit quality securities.

- Credit Risk – The Entity will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - Limiting investments to the highest credit quality investments
 - Pre-qualifying the financial institutions and broker/dealers with which the City of Brenham transacts business
 - Perfecting City ownership by delivery versus payment settlement, and
 - Diversifying the investment portfolio so that potential credit or market risk is minimized.
- Market Risk – the City will minimize the risk from interest rate volatility by:
 - Structuring the investment portfolio to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - Investing operating funds in laddered securities and maintaining a liquidity portion to cover unanticipated expenses.

LIQUIDITY

The City of Brenham investment portfolio shall be structured in a ladder of maturities to match expected liabilities along with a liquidity portion to meet unanticipated liabilities. Securities will have active secondary markets.

PUBLIC TRUST

All participants in the City of Brenham's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City of Brenham's ability to govern effectively.

DIVERSIFICATION

The portfolio will be diversified by market sector and maturity based on the cash flow and risk tolerances of the City.

YIELD

The City of Brenham investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Yield is secondary to the safety and liquidity objectives described above.

INVESTMENT POLICY

Based upon the cash flow of the City the maximum dollar-weighted average maturity of the consolidated portfolio shall be one (1) year. The benchmark used to determine whether reasonable yields are being achieved shall be the one year U.S. Treasury Bill.

IV. INVESTMENT STRATEGY

The City of Brenham maintains a consolidated portfolio which is designed to address the unique characteristics of the fund groups represented in the portfolio.

Operating Funds: The primary objective for operating funds is to assure anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high credit quality, short to medium term securities in a laddered structure. The maximum dollar weighted average maturity of one year reflects the expenditure cash flow of operating funds and will be calculated using the stated final maturity dates of each security.

Capital Project Funds: Funds for capital projects or special purposes should be invested based on anticipated cash flows and allow for flexibility and unanticipated project outlays. At no time will the stated final maturity dates of investments exceed the estimated project completion date on capital project funds.

Debt Service Funds: Debt service funds shall be invested with the primary objective of funding debt service obligations on the required payment date. Priority will be given to funding the next debt service due before any extensions are made in the funds.

Debt Service Reserve Funds: Debt Service Reserves should be invested to generate a dependable revenue stream from securities with a low degree of volatility. Securities should be short to medium term maturities and of high credit quality.

The City primarily utilizes a passive “buy and hold” portfolio strategy. Maturity dates are primarily matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal
- Cash flow needs require that the investment be liquidated
- Market conditions present an opportunity to benefit from the trade

INVESTMENT POLICY

V. RESPONSIBILITY AND CONTROL

CITY COUNCIL RESPONSIBILITIES

The City Council, in accordance with the Act, shall:

- Designate Investment Officers by resolution
- Receive and review quarterly investment reports
- Annually review and approve the City's broker list – *As noted in Section VIII, the governing body has designated this responsibility to the Audit & Investment Committee*
- Review and adopt the investment policy and strategy at least annually
- Provide for investment training for investment officers

INVESTMENT OFFICERS

The Chief Financial Officer and the Director of Finance are hereby designated as "Investment Officers" pursuant to the Act. Investment Officers are delegated authority to invest the funds on behalf of the City and such authorization shall remain in effect until rescinded by the City Council or until the Officer resigns or is terminated. The Investment Officers are authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City of Brenham funds except as provided under the terms of this Investment Policy as approved by the City Council.

Investment Officers shall:

- Obtain training as defined by the Act and this Policy
- Prepare, sign, and submit quarterly investment reports to Council
- Maintain compliance files on all counter-parties (brokers) and provide the list for Council approval at least annually
- Provide for competitive bidding
- Disclose personal business relationships in accordance with policy
- Maintain full and complete records of the City's portfolio and transactions.

QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

The Investment Officers shall obtain training in investments. The seminars should be offered by professional organizations, associations, and other independent sources approved by Council. The training is to ensure the quality and capability of investment management in compliance with the Act.

In accordance with the Act, the designated Investment Officers shall attend 10 hours of investment training session within 12 months of their designation and every successive two fiscal years shall attend eight hours of training. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City of Brenham may engage in an investment transaction.

INVESTMENT POLICY

INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Chief Financial Officer shall establish a process for a compliance audit on policies and procedures. The internal controls shall address the following points at a minimum.

- Control of collusion
- Separation of transactions authority from accounting and record keeping
- Custodial safekeeping
- Clear delegation of authority to subordinate staff members
- Written confirmation for all transactions for investments and wire transfers
- Review of wire transfer agreements with the depository bank or third party custodian
- Review of compliance with the Act and this Policy

The Chief Financial Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within three days after notification of the loss of the required rating.

PRUDENCE

The standard of prudence to be applied to all transactions shall be the "prudent person rule". This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

INVESTMENT POLICY

INDEMNIFICATION

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Council members, employees and Investment Officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

- a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
- b) The officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City; or
- c) The officer has any material interests in financial institutions with which they conduct business; or
- d) The officer has any personal financial/investment positions that could be related to the performance of the investment portfolio.

Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Brenham.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

City funds may be invested only in the instruments described below, all of which are authorized and further defined by the Act. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. AUTHORIZED INVESTMENTS

1. Obligations of the United States of America, its agencies and instrumentalities with stated maturities not to exceed three (3) years excluding mortgage backed securities.
2. Obligations of this State or any State or agency thereof including political subdivisions having been rated as investment quality by two nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent with maturities not to exceed three (3) years.

INVESTMENT POLICY

3. Fully insured or collateralized depository Certificates of Deposit issued by a bank doing business in Texas insured by the Federal Deposit Insurance Corporation or its successor and secured by pledged obligations in a manner provided for by this Policy and state law with maturities not to exceed 12 months.
4. Local government investment pools, which 1) are created under and conform to the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.
5. Fully insured or collateralized interest bearing or money market accounts in any FDIC insured bank in Texas collateralized in accordance with this Policy, to include spread products.
6. AAA rated money market funds which strive to maintain a \$1 net asset value and comply with SEC Rule 2a-7.
7. Commercial paper rated A1/P1 or the equivalent by two national rating agencies no longer than 270 days to maturity. No more than 20% of the portfolio may be held in commercial paper.

II. UN-AUTHORIZED INVESTMENTS

The Act and this Policy prohibits investment in the following investment instruments:

- Obligations whose payment represents the coupon payments of the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal (Interest Only mortgage backed securities);
- Obligations whose payment represents the principal stream of cash flow from underlying mortgage-backed security collateral and bear no interest (Principal only mortgage backed securities);
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and

The practice of “leveraging” whereby funds are borrowed for the sole purpose of investing is prohibited.

VII. INVESTMENT PARAMETERS

MAXIMUM MATURITIES

The longer the maturity of investments, the greater their price volatility; therefore, it is the City’s policy to concentrate its investment portfolio in shorter-term securities (one to two years) in order to limit principal risk caused by changes in interest rates.

INVESTMENT POLICY

The City shall attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

The consolidated portfolio will have a maximum dollar-weighted average maturity of one year. This dollar-weighted average will be calculated using the stated final maturity dates of each security.

DIVERSIFICATION

The City of Brenham recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid over concentration in investments from a specific issuer or business,
- Limiting investment in investments that have higher credit risks
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), or money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Securities which lose their policy or State required credit rating must be liquidated in a reasonable period of time.

Securities which become *unauthorized* under State law or by a change in City Policy, do not require liquidation but after maturity funds must be re-invested in authorized securities.

VIII. SELECTION OF BANKS AND DEALERS

DEPOSITORY

As required by the City of Brenham Charter and state law, every five (5) years a primary banking services depository shall be selected through a competitive process, which shall include a formal request for proposal (RFP) and be consistent with state law. The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide required services.
- The ability to meet all requirements in the banking RFP.
- The lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The earning potential for funds in the depository.
- The credit worthiness and financial stability of the bank.

INVESTMENT POLICY

All banks will execute a written depository agreement in accordance with FIRREA¹ designating authorized collateral.

AUTHORIZED BROKERS/DEALERS

The City Audit/Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide information for the City's questionnaire that provides information regarding creditworthiness, contact information, and experience. They must be registered with the Texas State Securities Board. All local government pools in which the City participates shall provide the City with certification stating the pools have received, read and understood the City of Brenham's Investment Policy and have in place controls to prohibit selling the City any security not authorized by that Policy.

The City shall have a minimum of three broker/dealers to assure competitive bidding. Authorized firms may include primary dealers or regional dealers and qualified depositories. All local government investment pools, must sign the City's certification. Every provider will be furnished the City's Investment Policy.

COMPETITIVE BIDS

All transactions will be made on a competitive basis. The Director of Finance shall develop and maintain procedures for ensuring a competition in the investment of the City funds.

DELIVERY VS. PAYMENT

Securities shall be purchased only using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received by the custodian.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

SAFEKEEPING AND CUSTODIAN AGREEMENTS

Securities owned by the City. The City of Brenham shall contract with a depository for the safekeeping/custody of securities owned by the City of Brenham as part of its investment portfolio. Securities owned by the City of Brenham shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral pledged to the City. Collateral for time and demand deposits will be held by an independent third party custodian designated by the depository and approved by the City outside of the pledging bank

¹The Financial Institutions Resource and Recover Enforcement Act governs the actions of the FDIC in cases of bank default.

INVESTMENT POLICY

and evidenced by original safekeeping receipts of the pledging institution with which the collateral is deposited. Original safekeeping receipts and monthly collateral reports shall be delivered to the City.

COLLATERAL POLICY

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require collateralization of City funds in time and demand deposit with any depository bank for time and demand deposits above the FDIC insurance level. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% market value of the total principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City of Brenham may require a higher level of collateralization for certain investment securities.

Securities pledged as collateral shall be held by an independent third party outside the holding company of the pledging bank with whom the City has a current depository agreement. The depository agreement must be written and is to specify the acceptable investment security types of collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The bank must provide evidence that the collateral has been approved by action of the Bank Board or bank's Loan Committee under the terms of FIRREA. Clearly marked evidences of ownership (safekeeping receipts) must be supplied to and retained by the City. Collateral shall be priced weekly at a minimum to assure that the market value of the pledged securities is adequate.

The Director of Finance is responsible for all substitutions and the substitution process. The substituted security's market value will be equal to or greater than the required security value. Written notification of the substitution must be provided by the bank or custodian .

COLLATERAL DEFINED

The Entity shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities including mortgage backed securities and collateralized mortgage obligations (CMO) which pass the Federal Reserve bank test
- Direct obligations of the state of Texas or its agencies and instrumentalities rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent
- FHLB Irrevocable letters of credit

Preference will be given to pledged securities.

INVESTMENT POLICY

SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the Director of Finance or the City of Brenham's independent auditors.

At least annually, the Investment Officers shall conduct a compliance audit to ensure that investment practices are made in compliance with this policy and state law.

X. PERFORMANCE

PERFORMANCE STANDARDS

The City of Brenham's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

PERFORMANCE/RISK BENCHMARK

It is the policy of the City of Brenham to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a monthly basis on all securities owned and compared to current book value. The City of Brenham's portfolio shall be designed with the objective of regularly meeting or exceeding the period average yield on the one year U.S. Treasury Bill which is comparable to the City's maximum weighted average maturity in days based on its cash flow analysis.

XI. REPORTING

METHODS

The Investment Officer(s) shall prepare an internal investment report on a monthly basis and on a quarterly basis for Council that summarizes investment strategies employed in the most recent monthly/quarter and describes the portfolio in terms of investment securities, maturities including the yield for the quarter.

The quarterly investment report shall be in compliance with the Act and include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. This summary will be prepared in a manner that will allow the City Audit/Investment Committee to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council for review. The report will include the following:

INVESTMENT POLICY

- A listing of individual securities held at the end of the reporting period including book and market values.
- Unrealized gains or losses as calculated on the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield of portfolio as compared to the City's benchmark.
- Listing of investments by maturity date.
- Fully accrued interest and earnings for the reporting period
- The percentage of the total portfolio that each type of investment represents.
- Any additional reporting information as required by the Act.
- Statement of compliance of the City of Brenham's Investment Policy and the Act.

Market value of all securities in the portfolio will be determined on a monthly basis. These values will be obtained from a reputable and independent source reported in the quarterly report.

An independent auditor will perform an annual formal review of the quarterly reports with the results reported to the governing body.

XII. INVESTMENT POLICY ADOPTION

The City of Brenham's Investment Policy shall be adopted no less than annually by resolution of the City Council. The City of Brenham's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City but any such changes must be adopted by the Council before use. The resolution adopting the policy and strategies must include any changes or modifications to the Policy.

PRIOR AUTHORITY/DATE ISSUED:

City Council Resolution #R-24-012

September 19, 2024



City Council Regular Meeting **AGENDA ITEM 5.c**

Agenda Item: **Approve Resolution No. R-25-024 Approving the Texas Settlement Subdivision Participation and Release Forms Related to the Purdue Pharma/Sackler Family and Secondary Manufacturers Opioid Settlement**

Meeting Date: September 18, 2025

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

Back in November 2021 the City Council approved a Resolution authorizing the City's participation into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet to approve the allocation of any and all opioid settlement funds within the State of Texas. At that time, the settlement allocation was with opioid manufacturer Johnson & Johnson and three major pharmaceutical distributors. Since 2021, the City has participated in several suits against various pharmaceutical companies which has resulted in a distribution of \$36,842.85 to the City.

The Texas Attorney General's Office recently notified us of another opioid settlement with Purdue Pharma/Sackler Family and secondary manufacturers. The approval of this Resolution will secure the City's participation in this additional suit. The deadline to have this information submitted to the Attorney General is September 30, 2025.

ATTACHMENTS:

1. Resolution No. R-25-024

RECOMMENDATION:

Approve Resolution No. R-25-024 approving the Texas Settlement Subdivision Participation and Release Forms related to the Purdue Pharma/Sackler Family and Secondary Manufacturers Opioid Settlement.

RESOLUTION NO. R-25-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING PARTICIPATION IN THE OPIOID SETTLEMENTS RELATED TO PURDUE PHARMA L.P./SACKLER FAMILY AND CERTAIN MANUFACTURERS

WHEREAS, the City of Brenham (“City”) has recently been notified of a new nationwide settlement agreement that has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids; and

WHEREAS, the Purdue/Sackler settlement is actually two settlements being implemented in connection with Purdue’s bankruptcy proceedings consisting of a settlement of Purdue’s claims against the Sacklers (the “Estate Settlement”) to be distributed pursuant to a Chapter 11 plan, and a settlement of direct claims against the Sacklers held by states, local governments and other creditors (the “Direct Settlement”); and

WHEREAS, the City of Brenham (“City”) has recently been notified of new nationwide settlement agreements that have been reached with eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the “Manufacturers Settlements”) concerning alleged misconduct related to opioids; and

WHEREAS, the Estate Settlement, Direct Settlement and Manufacturers Settlements are collectively referred to herein as the “Settlements;” and

WHEREAS, Resolution No. R-21-031 approving the Texas Term Sheet (including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms related to the global opioid litigation settlement was approved by City Council on November 4, 2021; and

WHEREAS, the City was recently notified by the Texas Attorney General’s Office related to the City’s option to participate in the Settlements with Purdue Pharma/Sackler Family and the Manufacturers; and

WHEREAS, the City Council of the City of Brenham desires to participate in the Settlements;

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

1. That the City Council approves the City’s participation in the State of Texas’ herein-described Settlements with Purdue Pharma, L.P./Sackler Family and the Manufacturers; and

2. That the City Council finds as follows:
 - (a) There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - (b) The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND THE SETTLEMENT ALLOCATION TERM SHEET, previously approved by the City Council.
3. That the Mayor is authorized to execute any documentation necessary to implement the terms and provisions of this Resolution.

RESOLVED this 18th day of September 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 5.d

Agenda Item: **Approve the Ratification of Final Payment to Dudley Construction, LLC, in the Amount of \$72,529.06, Related to Project No. 66C-15C for the Industrial Boulevard Pumping Station Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: September 18, 2025

Department: Budget

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

Agenda Item 7.g on the September 4, 2025 Consent Agenda prepared by Shawn Bolenbarr included two different amounts for the final payment. The motion wording included the incorrect amount of \$70,329.87. The correct payment amount of \$72,529.06 is documented in the Application for Payment No. 8. This agenda item is for ratification of the payment of the correct amount of \$72,529.06.

ATTACHMENTS:

1. Final Payment App #8

RECOMMENDATION:

Approve the ratification of final payment to Dudley Construction, LLC, in the amount of \$72,529.06, related to Project No. 66C-15C for the Industrial Boulevard Pumping Station Replacement and authorize the Mayor to execute any necessary documentation.

APPLICATION FOR PAYMENT NO. 8

TO OWNER: CITY OF BRENHAM, 200 WEST VULCAN, BRENHAM, TEXAS 77833

FROM CONTRACTOR: DUDLEY CONSTRUCTION, LLC

PROJECT: 2024 INDUSTRIAL BOULEVARD LIFT STATION REPLACEMENT

STRAND PROJECT NO. 3900.279

CONTRACT AWARDED: September 17, 2024

PERIOD FROM: July 8, 2025

CONST. TIME ALLOTTED (Days): 270

NOTICE TO PROCEED: November 1, 2024

PERIOD TO: July 29, 2025

TIME USED (Days): 270

ITEM	BASE BID A	CONTRACT QUANTITY	UNIT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	UNIT PRICE	TOTAL VALUE OF WORK COMPLETED
1	Mobilization (Not To Exceed 10% of Total Project Costs Excluding Mobilization)	1	LS	1		1	\$ 33,000.00	\$ 33,000.00
ITEM #2 - TRIPLEX LIFT STATION, FORCE MAIN, SANITARY SEWER, MANHOLES, ELECTRICAL, FENCING, AND DRIVEWAY								
WET WELL								
2.01	Excavation & Hauloff For Wet Well - Install	1	LS	1		1	\$ 133,655.00	\$ 133,655.00
2.02	Wet Well Foundation	1	LS	1		1	\$ 12,500.00	\$ 12,500.00
2.03	Concrete Wet Well - Furnish	1	LS	1		1	\$ 135,000.00	\$ 135,000.00
2.04	Concrete Wet Well - Install	1	LS	1		1	\$ 75,000.00	\$ 75,000.00
2.05	Lift Station Concrete Top	1	LS	1		1	\$ 8,000.00	\$ 8,000.00
2.06	Pumps, Wet Well Hatch, Guide Rails, Floats, Float Hangers & Control Panel	1	LS	1		1	\$ 195,000.00	\$ 195,000.00
2.07	Pump & Wet Well Piping - Install	1	LS	1		1	\$ 15,872.00	\$ 15,872.00
ABOVE GROUND PIPING								
2.08	Ductile Iron Pipe, Fittings, Valves & Misc. Accessories	1	LS	1		1	\$ 75,000.00	\$ 75,000.00
2.09	Installation - Above Ground Piping	1	LS	1		1	\$ 35,000.00	\$ 35,000.00
2.10	Pipe Painting and Coating	1	LS	1		1	\$ 8,500.00	\$ 8,500.00
ELECTRICAL								
2.11	Mobilization	1	LS	1		1	\$ 8,000.00	\$ 8,000.00
2.12	Electrical Underground	1	LS	1		1	\$ 15,500.00	\$ 15,500.00
2.13	Fixtures & Devices	1	LS	1		1	\$ 17,500.00	\$ 17,500.00
2.14	Feeders	1	LS	1		1	\$ 15,000.00	\$ 15,000.00
2.15	Distribution Equipment	1	LS	1		1	\$ 35,000.00	\$ 35,000.00
2.16	Electrical Rack Structure	1	LS	1		1	\$ 14,000.00	\$ 14,000.00
SITE WORK & SITE CONCRETE								
2.17	Select Fill Installation at Site	1	LS	1		1	\$ 14,500.00	\$ 14,500.00
2.19	10" Concrete Lift Station Pad	1	LS	1		1	\$ 14,788.00	\$ 14,788.00
2.2	Concrete Pipe Support	1	LS	1		1	\$ 2,527.00	\$ 2,527.00
2.22	6" Concrete Drive	1	LS	1		1	\$ 5,158.00	\$ 5,158.00
2.23	Fencing & Gates	1	LS	1		1	\$ 9,000.00	\$ 9,000.00

FORCE MAIN, SANITARY SEWER LINE WORK AND MANHOLES								
2.24	Force Main - Furnish	1	LS	1		1	\$ 8,800.00	\$ 8,800.00
2.25	Force Main - Install	1	LS	1		1	\$ 8,500.00	\$ 8,500.00
2.26	Paving Repair at Force Main Construction	1	LS	1		1	\$ 10,500.00	\$ 10,500.00
2.27	Sanitary Sewer Line Work - Furnish	1	LS	1		1	\$ 6,500.00	\$ 6,500.00
2.28	Sanitary Sewer Line Work - Install	1	LS	1		1	\$ 12,500.00	\$ 12,500.00
2.29	Manholes - Furnish	1	LS	1		1	\$ 8,900.00	\$ 8,900.00
2.3	Manholes - Install	1	LS	1		1	\$ 8,800.00	\$ 8,800.00
2.31	Bypass Pumping	1	LS	1		1	\$ 8,000.00	\$ 8,000.00
ITEM #3 - DECOMMISSION OF EXISTING LIFT STATION								
3.01	Decommission Existing Industrial Boulevard Lift Station	1	LS	0	1	1	\$ 10,200.00	\$ 10,200.00
ITEM #4 - EXCAVATION AND TRENCH SAFETY								
4.01	Provide Lift Station Shoring	1	LS	1		1	\$ 38,000.00	\$ 38,000.00
4.02	Provide Manhole Shoring	2	EA	2		2	\$ 1,186.50	\$ 2,373.00
4.03	Linework Trench Safety	115	LF	115		115	\$ 9.80	\$ 1,127.00
ITEM #5 - TRAFFIC CONTROL								
5.01	Traffic Control For Wet Well Installation	1	LS	1		1	\$ 5,900.00	\$ 5,900.00
5.02	Traffic Control For Force Main	1	EA	1		1	\$ 3,500.00	\$ 3,500.00
5.03	Traffic Control For Concrete Drive Apron	1	EA	1		1	\$ 1,500.00	\$ 1,500.00
ITEM #6 - EROSION CONTROL, SITE RESTORATION, SEEDING AND CLEANUP								
6.01	Install Erosion Control Measures	1	LS	1		1	\$ 3,300.00	\$ 3,300.00
6.02	Site Restoration and Seeding	1	EA	0	1	1	\$ 3,500.00	\$ 3,500.00
6.03	Cleanup and Erosion Control Removal	1	EA	0	1	1	\$ 1,500.00	\$ 1,500.00
ITEM #7 - CASH ALLOWANCE FOR NEW ELECTRICAL SERVICE COORDINATION								
7	Coordinate new electrical service with Utility Owner (Bluebonnet Electric).	1	LS	1		1	\$ 40,000.00	\$ 40,000.00
ITEM #8 - CASH ALLOWANCE FOR MATERIALS TESTING								
8	Construction Materials Testing Including Compaction.	1	LS	0.5443334	0.4556666	1	\$ 11,035.00	\$ 11,035.00
CHANGE ORDER NO. 1 - RECONCILIATION								
1b	Construction Materials Testing Including Compaction.	1	LS	0	1	1	\$ 1,765.81	\$ 1,765.81

Original Contract:	\$ 1,075,900.00
Plus Additions:	\$ -
Less Deductions:	\$ 2,199.19
Adjusted Contract:	\$ 1,073,700.81

Value of Work Performed to Date	\$ 1,073,700.81
Plus Materials Stored at Close of Period	\$ -
Net Amt Earned to Date	\$ 1,073,700.81
Less 5% Retainage	\$ -
Subtotal	\$ 1,073,700.81
Less Previous Pay Applications	\$ 1,001,171.75
Amount Due this Application	\$ 72,529.06

AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR

STATE OF TEXAS
COUNTY OF WASHINGTON

WHEREAS, the undersigned, Michael Ham, who being duly sworn, on oath, says that he is the legal representative of Dudley Construction, LLC., has been employed by City of Brenham to furnish labor and materials for the installation of the Industrial Boulevard Lift Station Replacement project in Brenham, Texas.

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not

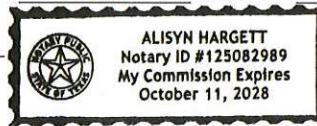
BY: *Michael Ham* DATE: 07/07/2025
DUDLEY CONSTRUCTION, LLC

PRINTED NAME: Michael Ham TITLE: Sr. Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 29th DAY OF July, 2025

Alisyn Hargett

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.



RECOMMENDED BY:

Laura Anderson
STRAND ASSOCIATES, INC.®

DATE: 8/1/25

APPROVED BY:

CITY OF BRENHAM, TEXAS

DATE:



City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-25-014 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026

TAXPAYER IMPACT:

Scenario	Median Taxable Homestead Value	Tax Rate	Estimated Tax Bill	Change from Current Year
Current Year Adopted Rate	\$245,880 (2024)	\$0.4584	\$1,127.11	
No-New-Revenue Rate (FY26)	\$256,175 (2025)	\$0.4691	\$1,201.72	\$74.61
Proposed Budget (FY26)	\$256,175 (2025)	\$0.4676	\$1,197.87	\$70.76

Meeting Date: September 18, 2025
Department: Finance
Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The proposed FY2025-26 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 35 separate funds and authorizes \$116.3 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. This agenda item is for the second reading of the Ordinance to adopt the proposed FY2025-26 budget. **Council must take a record vote on this item.**

ATTACHMENTS:

1. Ordinance No. O-25-014

RECOMMENDATION:

Approve an Ordinance No. O-25-014 on its second reading adopting the budget for fiscal year beginning October 1, 2025 and ending September 30, 2026.

ORDINANCE NO. O-25-014

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2025-26; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2025 through September 30, 2026 and has filed same with the City Secretary and has held a public hearing on same, all after due notice as required by statute.

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

SECTION I.

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2025 through September 30, 2026 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading the 4th day of September 2025.

PASSED AND ADOPTED on its second reading the 18th day of September 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Cary Bovey
City Attorney

Exhibit A

CITY OF BRENHAM

BUDGET SUMMARY

	Fund	Revenue	Other Sources	Expenditures	Other Uses	Change in Fund Balance
101	General	21,855,186	3,126,680	24,875,996	105,870	0
215	Airport	657,948	93,217	751,165	0	0
225	PD Equip	0	0	0	0	0
226	Public Safety Trng	2,500	0	5,000	0	(2,500)
232	Donations	126,750	125,000	75,650	0	176,100
236	Capital/NonRoutine Items	0	0	654,784	144,619	(799,403)
249	Tourism & Marketing	553,822	773,000	1,322,521	0	4,301
118	Debt Service	3,325,072	0	3,644,038	0	(318,966)
109	Hotel/Motel	979,000	0	21,000	958,000	0
229	Criminal Law Enforcement	16,000	0	0	0	16,000
233	Courts Security/Tech	31,100	0	22,300	10,000	(1,200)
244	Water Impact Fees	552,304	0	0	100,000	452,304
245	Wastewater Impact Fees	71,430	0	0	75,000	(3,570)
260	Brenham Comm Projects	0	0	0	0	0
203	Airport Capital Improv	180,000	12,653	200,000	0	(7,347)
234	Parks Capital Improv	24,000	406,000	1,082,910	0	(652,910)
237	Streets/Drainage	40,000	144,619	744,619	212,204	(772,204)
270	General Govt Cap Improv	150,000	7,700,000	6,586,063	0	1,263,937
301	TIRZ No. 1	933,378	0	180,000	1,700,000	(946,622)
102	Electric	8,591,106	857,617	7,465,438	1,939,358	43,927
122	Electric Wholesale Power	18,910,015	0	19,710,015	0	(800,000)
132	Electric Capital	0	348,723	382,004	0	(33,281)
103	Gas	1,713,003	0	1,429,741	570,706	(287,444)
123	Gas Wholesale Power	1,868,928	0	1,872,651	0	(3,723)
104	Water	8,995,995	100,000	7,914,619	609,075	572,301
134	Water Capital Projects	510,000	5,800,847	14,416,111	0	(8,105,264)
105	Wastewater	4,939,411	75,000	4,585,999	428,412	0
135	Wastewater Capital Proj.	954,813	200,000	5,652,579	0	(4,497,766)
106	Sanitation	2,804,096	0	2,633,628	138,000	32,468
107	Drainage	724,460	0	500,107	175,017	49,336
137	Drainage Capital Projects	2,833,772	1,907,221	4,575,544	0	165,449
220	Central Fleet	0	0	0	0	0
240	Vehicle/Equip Replace	113,692	0	113,692	0	0
500	Worker's Comp	224,337	0	222,000	0	2,337
600	Employee Benefits	2,730,978	0	2,730,816	0	162
250	BCDC	2,913,871	0	1,391,871	1,522,000	0
252	BCDC Capital	503,000	1,500,000	500,000	0	1,503,000
GRAND TOTAL FY2025-26 BUDGET		88,829,967	23,170,577	116,262,861	8,688,261	(12,950,578)



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-25-015 on Its Second Reading Levying Property Taxes for the Tax Year 2025 for the City of Brenham at \$0.4676 per \$100.00 Valuation

Meeting Date: September 18, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The proposed FY2025-26 budget includes a tax rate of \$0.4676 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4676 will allocate \$0.3256 to the General Fund for maintenance and operations, and the balance of \$0.1420 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code. The proposed tax rate is below the no-new revenue rate. This agenda item is for the second reading of the ordinance levying property taxes for the tax year 2025.

ATTACHMENTS:

1. Ordinance No. O-25-015

RECOMMENDATION:

Approve Ordinance No. O-25-015 on its second reading levying property taxes for the tax year 2025 for the City of Brenham at \$0.4676 per \$100.00 valuation.

ORDINANCE NO. O-25-015

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2025 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.3256 on each one hundred dollars' worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2025.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2025, an ad valorem tax of \$0.1420 on each one hundred dollars' worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.4676 on each one hundred dollars' worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this 4th day of September 2025.

PASSED AND ADOPTED on its second reading this 18th day of September 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Cary Bovey
City Attorney



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-25-016 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham:

- **Section 2025-01: Approximately 169.42 Acres of Land Located West of Dixie Road and North of Sunset Road**
- **Section 2025-02: Described Generally as a 0.778 Acre Tract of Land Extending from the Current City Limit Line Northwesterly Along the Northeast Line of the James Stewart Brown and Melanie Ida Brown Tract to the Southeast Corner of a 12.866 Acre Tract Owned by Dwayne Ray McGee, et ux**
- **Section 2025-03: Approximately 1.6 Acres of Land, Called Dixie Road and Right-Of-Way, Situated in Washington County, Texas Extending from the Current City Limit Line Northwesterly to the Southeast Corner of a 12.866 Acre Tract Owned by Dwayne Ray McGee, et ux**

Meeting Date: September 18, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

At the September 4, 2025 regular Council Meeting a Public Hearing was held and action taken on the first reading of the attached Ordinance to consider the owner-requested annexation of 171.798-acres of land. Stylecraft Builders, the developer of the existing Vintage Farms Subdivision located west of State Highway 36 and southwest of Dixie Road, is under contract to purchase an additional approximately 170-acre tract for the purpose of expanding the subdivision with additional residential housing. Additional information concerning the residential development is included in companion agenda item number nine.

In addition to the 170-acre tract for development by Stylecraft Builders the annexation consideration includes a 1.6-acre portion of right-of-way currently developed as Dixie Road. The Statute requires that should the City Council approve the annexation request for the 170-acres, that the adjacent Dixie Road right-of-way be annexed at the same time.

The first reading of the Ordinance passed with a 5-2 vote and this is the second and final reading of the attached Ordinance. Staff recommends approval of the attached draft Ordinance annexing a total of 171.798-acres of land into the City of Brenham City Limits for the construction of residential development and the adjacent Dixie Road right-of-way.

ATTACHMENTS:

1. Ordinance No. O-25-016
2. Exhibits B thru D

RECOMMENDATION:

Approve Ordinance No. O-25-016 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham:

- Section 2025-01: approximately 169.42 acres of land located West of Dixie Road and North of Sunset Road
- Section 2025-02: described generally as a 0.778 acre tract of land extending from the current city limit line Northwesterly along the Northeast line of the James Stewart Brown and Melanie Ida Brown tract to the Southeast corner of a 12.866 acre tract owned by Dwayne Ray McGee, et ux
- Section 2025-03: approximately 1.6 acres of land, called Dixie Road and right-of-way, is situated in Washington County, Texas extending from the current City Limit Line Northwesterly to the Southeast corner of a 12.866 Acre Tract owned by Dwayne Ray McGee, et ux and authorize the Mayor to execute any necessary documentation.

ORDINANCE NO. O-25-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 171.798 ACRES OF LAND, COMPRISED OF THREE (3) TRACTS HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A MUNICIPAL SERVICE AGREEMENT FOR THE ANNEXED AREAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, notice of the required public hearing was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas approved a Municipal Service Agreement for the extension of municipal services into the area to be annexed, said Municipal Service Agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, pursuant to Section 43.0671 et seq. of the Texas Local Government Code, the owners of the areas of land described in Exhibits "B" and "C" attached hereto and incorporated herein for all purposes, filed a written request with the City for the annexation of said areas; and

WHEREAS, pursuant to Sections 43.1056 and 43.106 of the Texas Local Government Code, the City is annexing the entire width of the county road and the adjacent right-of-way on both sides of the county road described in Exhibit “D” attached hereto and incorporated herein for all purposes; and

WHEREAS, all notices, publications and hearings have been duly given and held as required by law;

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

- Section 1.** That the hereinafter described tracts of land are within the extraterritorial jurisdiction of, and are adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tracts of land, which are more particularly described and attached hereto as Exhibit “B”, “C”, and “D” and incorporated herein for all purposes.
- Section 2.** That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.
- Section 3.** That the Municipal Service Agreement which is attached hereto as Exhibit “A” is hereby approved and incorporated herein as part of this Ordinance for all purposes and is applicable to the areas annexed to the City as described in Exhibits “B” and “C” attached hereto.
- Section 4.** That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.
- Section 5.** That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.
- Section 6.** If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.
- Section 7.** That this Ordinance shall become effective upon its passage.

Section 8. That the meetings at which this Ordinance was enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of said meetings was given as required by the Texas Open Meetings Act.

PASSED and APPROVED on its first reading this the 4th day of September 2025.

PASSED and APPROVED on its second reading this the 18th day of September 2025.

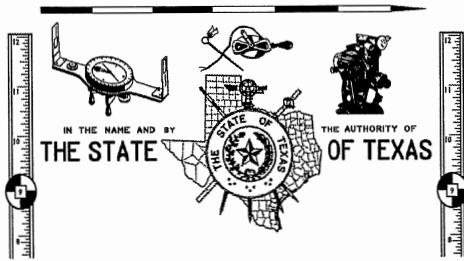
Atwood C. Kenjura
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

**MUNICIPAL SERVICE AGREEMENT BETWEEN THE CITY OF BRENHAM AND
PROPERTY OWNERS: JAMES BOROWN AND MELANIE BRENEMAN, DWAYNE
MCGEE AND LU GOURLEY AND THEIR HEAIRS, SUCCESSORS AND ASSIGNS**



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Exhibit "B"

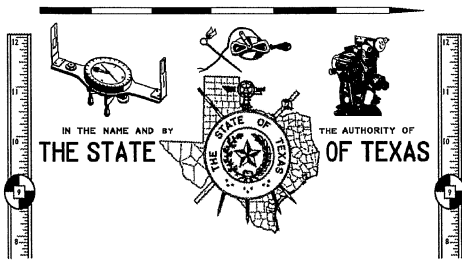
City of Brenham – 2025 Annexation Description – Section 2025-1

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being all of a 169.42 acres tract as shown on a survey prepared by McClure & Browne Engineering/Surveying, Inc, dated January 23, 2025 and revised March 17, 2025 being part of the same land described as 219.28 acre (Tract No. 1) and 52.458 acres (Tract No. 2) in the deed from Stewart L. Brown and wife, Betty Sue Brown to James S. Brown and Melanie Ida Brown, dated July 24, 1978, as recorded in Volume 373, Page 476, in the Deed Records of Washington County, Texas, and being part of the same land described as 90.000 acres in the deed from Stewart L. Brown to James Stewart Brown, Mark Edward Brown and Melanie Ida Brown, dated January 1, 1979, as recorded in Volume 375, Page 333, in the Deed Records of Washington County, Texas, and being described as follows:

BEGINNING at a 1/2 inch iron rod found for a North corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract, being an interior corner of the Dwayne Ray McGee, et ux tract called 12.866 acres, as recorded in Volume 1765, Page 518, in the Official Records of Washington County, Texas, being the West corner of a 0.778 acre tract surveyed by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025 out of said McGee tract called 12.866 acres;

THENCE in a Southeasterly direction, being along a Southwest line of said McGee tract called 12.866 acres, being along the Southwest line of said 0.778 acre tract, being along a portion of a Northeast line of said original tract called 219.28 acres for a Northeast line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to a 1/2 inch iron rod found for an exterior corner hereof and of original tract called 90.000 acres, being a South corner of said McGee tract called 12.866 acres, and being the South corner of said 0.778 acre tract, also being a West corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in said Official Records of Washington County, Texas and of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas;

THENCE in a Southerly direction, being along a West line of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012) for an East line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to an exterior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract, being a Southwest corner of said Ranier & Son Development Company, LLC tract called 8.704 acres, being a Northwest corner of the Ranier & Son Development Company, LLC tract called 24.872 acres, as recorded in Instrument Number 2024-4786, in said Official Records of Washington County, Texas, being an interior corner of said City of Brenham Annexation (Ordinance Number O-20-012);



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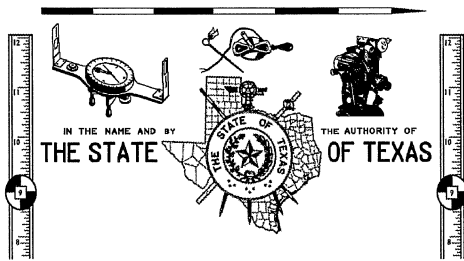
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THENCE in a Southwesterly direction, being along the Northwest line of said Ranier & Son Development Company, LLC tract called 24.872 acres, being along the Northwest line of said City of Brenham Annexation (Ordinance Number O-20-012) for a Southeast line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to an exterior corner of said Ranier & Son Development Company, LLC tract called 24.872 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), being an interior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Southerly direction, being along a West line of said Ranier & Son Development Company, LLC tract called 24.872 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), being along the West line of Vintage Farms Subdivision, Phase III, a map or plat being of record in Plat Cabinet File Slide Numbers 763B and 764A, in the Plat Records of Washington County, Texas, being along West lines of Vintage Farms Townhomes Subdivision, a map or plat bang of record in Plat Cabinet File Slide Numbers 794B, 795A and 795B, in said Plat Records of Washington County, Texas, and being along a portion of a West line of Remainder of Reserve "F" (called 12.019 acres) of Vintage Farms Subdivision, Phase II, a map or plat being of record in Plat Cabinet File Slide Numbers 729A, 729B, 730A and 730B, in said Plat Records of Washington County, Texas, also being along West lines of the City of Brenham Annexation (Ordinance Number O-17-003) called 86.664 acres, as recorded in Volume 1580, Page 705, in said Official Records of Washington County, Texas for East lines hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to the Northeast corner of the Sandra Roberts tract called 1.718 acres, as recorded in Volume 1465, Page 7, in said Official Records of Washington County, Texas, being on a West line of said Remainder of Reserve "F" (called 12.019 acres) of said Vintage Farms Subdivision, Phase II for a Southeast corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Westerly direction, being along the North line of said Roberts tract called 1.718 acres, being along the North line of the Tyler Engeling tract called 1.217 acres, as recorded in Volume 1345, Page 821, in said Official Records of Washington County, Texas for South lines hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to the Northwest corner of said Engeling tract called 1.217 acres for an interior corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;

THENCE in a Southerly direction, being along the West line of said Engeling tract called 1.217 acres for an East line hereof and of said original tract called 90.000 acres and of said 169.42 acres tract to a 1/2 inch iron rod found on a North margin of Sunset Road for the Southwest corner of said Engeling tract called 1.217 acres, being a Southeast corner hereof and of said original tract called 90.000 acres and of said 169.42 acres tract;



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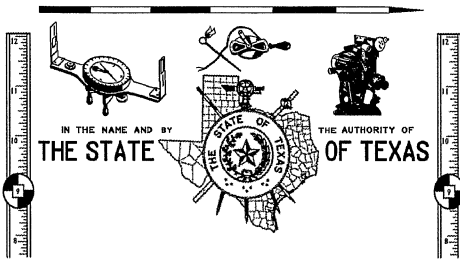
THENCE in a Westerly direction, being along a portion of a North margin of said Sunset Road, being along a portion of a South line of said original tract called 90.000 acres for a South line hereof and of said 169.42 acres tract to a Southwest corner hereof and of said 169.42 acres tract, being on a North margin of said Sunset Road, being on a South line of said original tract called 90.000 acres;

THENCE in a Northerly and Westerly direction, severing said original tract called 90.000 acres, severing the residue of said original tract called 219.28 acres and severing said original tract called 52.458 acres, being along West and South lines hereof and of said 169.42 acres tract to the center of Little Sandy Creek, being on a West line of said original tract called 52.458 acres, being on an East line of the Donald L. Boecker, et ux residue of original tract called 61.06 acres, as recorded in Volume 361, Page 499, in said Deed Records of Washington County, Texas for a Southwest corner hereof and of said 169.42 acres tract;

THENCE in along the center of said Little Sandy Creek with its meanders for Western lines hereof and of said original tracts called 52.458 acres and 219.28 acres and being along Western lines of said 169.42 acres tract, being along Eastern lines of said Boecker residue of original tract called 61.06 acres, being along Eastern lines of the Roland Rau, Trustee of the Roland Rau Trust tract called 10.500 acres, as recorded in Instrument Number 2024-2551, in said Official Records of Washington County, Texas, being along Eastern lines of the Roland Rau, Trustee of the Roland Rau Trust tract called 41.653 acres, as recorded in Instrument Number 2024-2550, in said Official Records of Washington County, Texas, being part of a 73.0 acres tract described in Volume 158, Page 439, in said Deed Records of Washington County, Texas, being along Eastern lines of the Donald W. Kocian, et ux tract called 9.410 acres, as recorded in Volume 796, Page 864, in said Official Records of Washington County, Texas, being along Eastern lines of the Milton Clark, et ux tract called 3.324 acres, as recorded in Volume 1817, Page 150, in said Official Records of Washington County, Texas to a West line of said McGee tract called 12.866 acres, being in the center of said Little Sandy Creek for a Northeast corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract, being a Southeast corner of said Clark tract called 3.324 acres;

THENCE in a Southerly direction, being along a portion of a West line of said McGee tract called 12.866 acres for an East line hereof and of said original tract called 219.28 acres and of said 169.42 acres tract to a Southwest corner of said McGee tract called 12.866 acres, being an interior corner hereof and of said original tract called 219.28 acres and of said 169.42 acres tract;

THENCE in an Easterly, Southeasterly and Northeasterly direction, being along South, Southwest and Southeast lines of said McGee tract called 12.866 acres for North, Northeast and Northwest lines hereof and of said original tract called 219.28 acres and of said 169.42 acres tract to the PLACE OF BEGINNING and containing 169.42 acres of land, more or less.

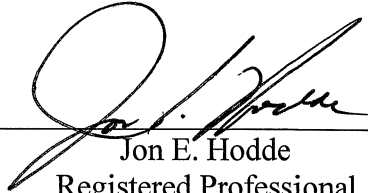


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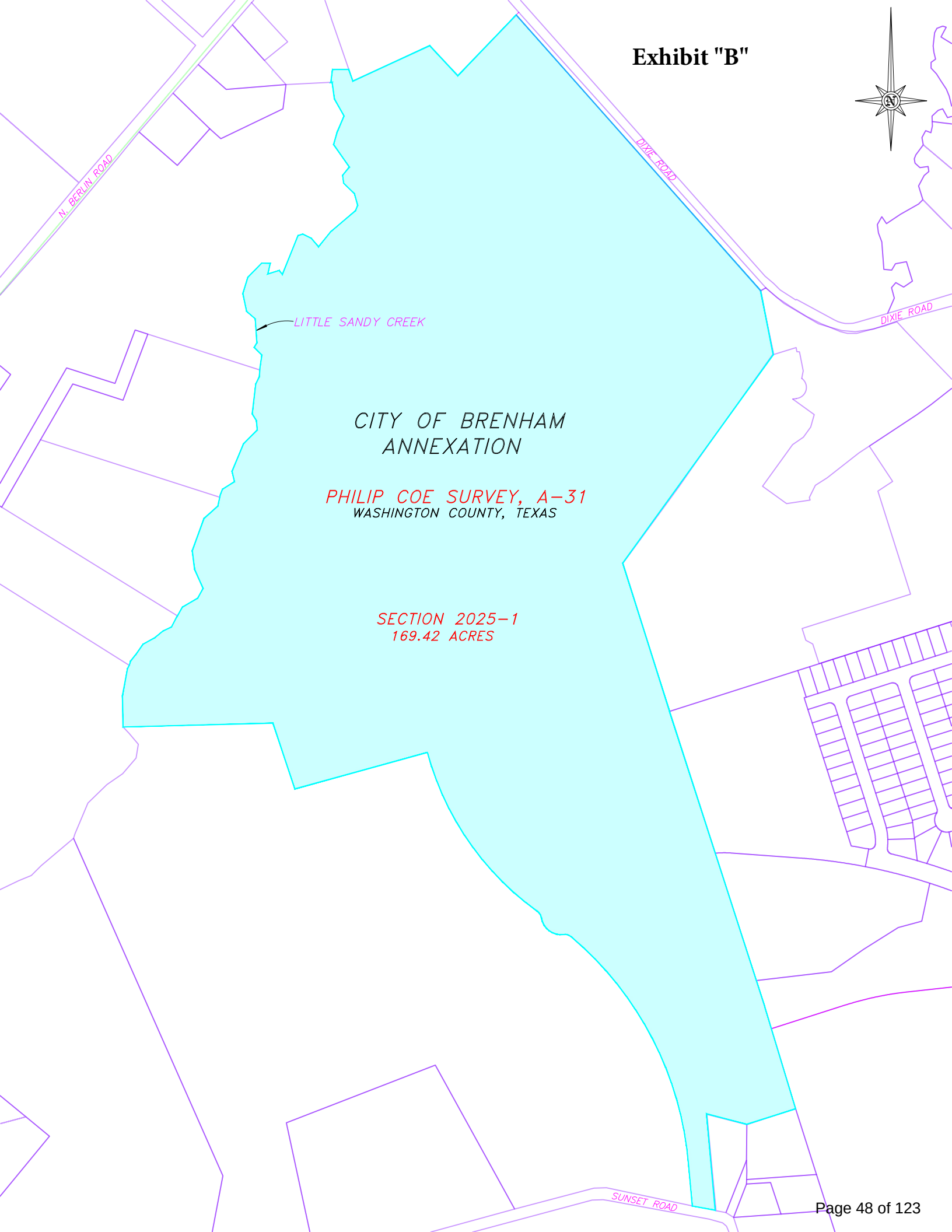
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

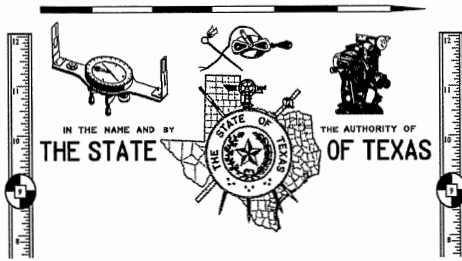
Dated this the 7th day of August 2025, A. D.



Jon E. Hodde
Registered Professional
Land Surveyor No. 5197







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Brenham, Texas 77833-2411

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Exhibit "C"

City of Brenham – 2025 Annexation Description – Section 2025-2

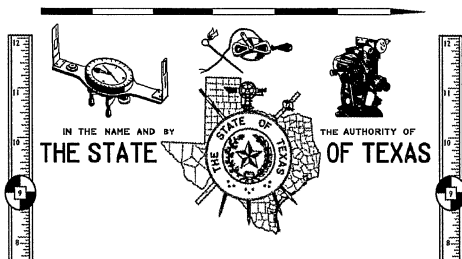
All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being all of a 0.778 acre tract as shown on a survey prepared by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025, being part of the same land described as 12.866 acre in the deed from Susan B. Love, Independent Executrix of the Estate of Joyce E. Baker, Deceased to Dwayne Ray McGee a/k/a Dwayne R. McGee and spouse, Lu Ann Gourley, dated March 4, 2021, as recorded in Volume 1765, Page 518, in the Official Records of Washington County, Texas, and being described as follows:

BEGINNING at an 8 inch cedar fence post on a Southwest margin of Dixie Road for the East corner hereof and of said original tract called 12.866 acres and of said 0.778 acre tract, being the North corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in said Official Records of Washington County, Texas, being the North corner of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas;

THENCE in a Southwesterly direction for a Southeast line of said original tract called 12.866 acres, being along the Southeast line hereof and of said 0.778 acre tract, being along a Northwest line of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012) to a 1/2 inch iron rod found for a South corner of said original tract called 12.866 acres, being the South corner hereof and of said 0.778 acre tract, being a West corner of said Ranier & Son Development Company, LLC tract called 8.704 acres and of said City of Brenham Annexation (Ordinance Number O-20-012), also being an exterior corner of the James Stewart Brown, et al tract called 90.000 acres, as recorded in Volume 375, Page 333, in the Deed Records of Washington County, Texas;

THENCE in a Northwesterly direction for a Southwest line of said original tract called 12.866 acres, being along the Southwest line hereof and of said 0.778 acre tract, being along a Northeast line of said Brown tract called 90.000 acres, and being along a Northeast line of the James Stewart Brown and Melanie Ida Brown residue of original tract called 219.28 acres, as recorded in Volume 373, Page 476, in said Deed Records of Washington County, Texas to a 1/2 inch iron rod found for an interior corner of said original tract called 12.866 acres, being the West corner hereof and of said 0.778 acre tract, being a North corner of said Brown residue of original tract called 219.28 acres;

THENCE in a Northeasterly direction severing said original tract called 12.866 acres with the Northwest line hereof and of said 0.778 acre tract to an 8 inch fence post on a Southwest margin of Dixie Road, being on a Northeast line of said original tract called 12.866 acres for the North corner hereof and of said 0.778 acre tract;



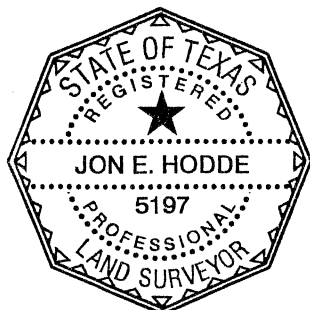
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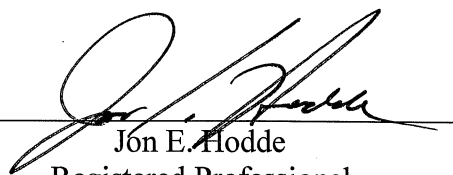
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THENCE in a Southeasterly direction, being along a portion of a Southwest margin of said Dixie Road, being along a portion of a Northeast line of said original tract called 12.866 acres for the Northeast line hereof and of said 0.778 acre tract to the PLACE OF BEGINNING and containing 0.778 acre of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 7th day of August, 2025, A. D.




Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

CITY OF BRENHAM
ANNEXATION

PHILIP COE SURVEY, A-31
WASHINGTON COUNTY, TEXAS

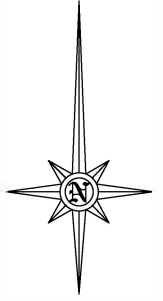


Exhibit "C"

DWAYNE RAY MCGEE, ET UX
CALLED 12.866 ACRES
VOL. 1765, PAGE 518
(ORWCT)

MICHAEL H. HOPKINS, JR.
AND KATHERINE E. HOPKINS
CALLED 97.6 ACRES
VOL. 1745, PAGE 378
(ORWCT)

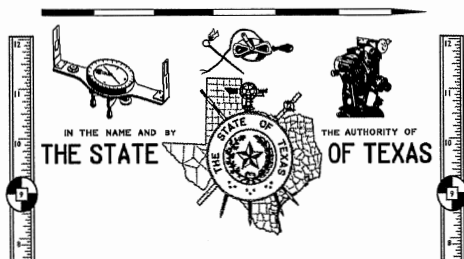
SECTION 2025-3
1.6± ACRES

SECTION 2025-2
0.778 ACRE

DIXIE ROAD

JAMES STEWART BROWN
AND MELANIE IDA BROWN
RESIDUE OF ORIGINAL TRACT
CALLED 219.28 ACRES
VOL. 373, PAGE 476
(DRWCT)

RANIER & SON
DEVELOPMENT COMPANY, LLC
CALLED 8.704 ACRES
INSTRUMENT NO. 2024-6101
(ORWCT)



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

Exhibit "D"

City of Brenham – 2025 Annexation Description – Section 2025-3

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Philip Coe Survey, A-31, being a portion of Dixie Road, and being described as follows:

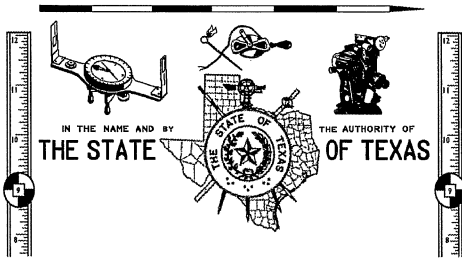
BEGINNING at an 8 inch cedar fence post on a Southwest margin of said Dixie Road for the North corner of the Ranier & Son Development Company, LLC tract called 8.704 acres, as recorded in Instrument Number 2024-6101, in the Official Records of Washington County, Texas, being the North corner of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas, being the East corner of the Dwayne Ray McGee, et ux tract called 12.866 acres, as recorded in Volume 1765, Page 518, in said Official Records of Washington County, Texas, and being the South corner hereof, also being the East of a 0.778 acre tract surveyed by McClure & Browne Engineering/Surveying, Inc, dated January 25, 2025 out of the McGee tract called 12.866 acres;

THENCE in a Northwesterly direction, being along a portion of a Northeast line of said McGee tract called 12.866 acres, being along a portion of a Southwest margin of Dixie Road for the Southwest line hereof, being along the Northeast line of said 0.778 acre tract to an 8 inch fence post on a Southwest margin of said Dixie Road, being on a Northeast line of said McGee tract called 12.866 acres for the North corner of said 0.778 acre tract, being the West corner hereof;

THENCE in a Northeasterly direction, crossing said Dixie Road, being a projection of the Northwest line of said 0.778 acre tract for the Northwest line hereof to the North corner hereof, being on a Northeast margin of said Dixie Road, being on a Southwest line of the Michael H. Hopkins, Jr. and Katherine E. Hopkins tract called 97.6 acres, as recorded in Volume 1745, Page 378, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly direction, being along Northeast margins of said Dixie Road, being along Southwest lines of said Hopkins tract called 97.6 acres for Northeast lines hereof to the East corner hereof, being on a Northeast margin of said Dixie Road, being on a Southwest line of said Hopkins tract called 97.6 acres;

THENCE in a Southwesterly direction, crossing said Dixie Road for the Southeast line hereof, being a projection of a Southeast line of said McGee tract called 12.866 acres and of the Southeast line of said 0.778 acre tract to the PLACE OF BEGINNING and containing approximately 1.6 acres of land, more or less.

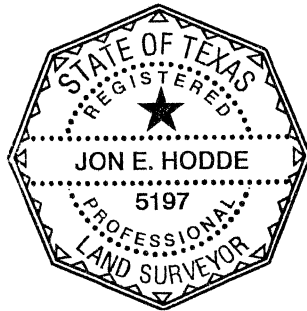


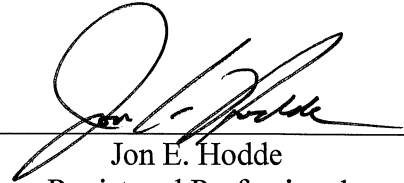
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TEXAS FIRM REGISTRATION NO. 10018800

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 7th day of August, 2025, A. D.





Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

CITY OF BRENHAM
ANNEXATION

PHILIP COE SURVEY, A-31
WASHINGTON COUNTY, TEXAS

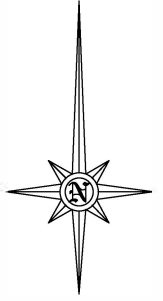


Exhibit "D"

DWAYNE RAY MCGEE, ET UX
CALLED 12.866 ACRES
VOL. 1765, PAGE 518
(ORWCT)

MICHAEL H. HOPKINS, JR.
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DEVELOPMENT COMPANY, LLC
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INSTRUMENT NO. 2024-6101
(ORWCT)



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon Ordinance No. O-25-017 on It's Second Reading Amending the City of Brenham's Official Zoning Map of the Code of Ordinances to Assign a Zoning Classification of Planned Development District (PDD) on Approximately 169.42 Acres of Land Located West of Dixie Road and North of Sunset Road, and Approximately 0.778 Acres of Land, Located South and West of Dixie Road, Said 169.42 Acre Tract and 0.778 Acre Tract Being More Particularly Described in the PDD Rezoning Ordinance (Case No. REZONE-25-0002)

Meeting Date: September 18, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services
Shauna Laauwe, City Planner

SUMMARY STATEMENT:

This item is the Second Reading of a Planned Development District for the development of a single-family, townhome, and dense residential home subdivision, for the extension of the Vintage Farms Subdivision. The subject property is generally located south and west of Dixie Road and north of Sunset Road. The property is currently vacant land and is not assigned to a zoning distinction because it is in the City of Brenham ETJ. The property includes 168 acres currently owned by the Dr. James Brown family and a narrow 0.77-acre cattle path currently owned by Dwayne Ray McGee and LuAnn Gourley along Dixie Road that is required for direct access to Dixie Road. The applicant, Stephen Grove of Stylecraft Builders, on behalf of Rainer & Son Development Company, is requesting the subject 169.42 acres be annexed into the City of Brenham and assigned Planned Development District zoning for the development of a residential subdivision. The proposed residential subdivision will predominately consist of single-family homes but will feature townhomes and fifteen (15) acres of dense residential that may consist of additional townhomes, twin homes, or cluster homes. The subject tract is west of the existing Vintage Farms Subdivision, of which Phase 5 is currently constructing homes, while Phases 6, 7, and 8 are under civil construction by Stylecraft Builders. Stylecraft intends to connect the existing subdivision to the subject tract and identify the additional development as an extension of the Vintage Farms Subdivision.

On Thursday, September 4, 2025, after conducting a Public Hearing and discussion, City Council voted unanimously to approve a modified PDD ordinance than what was presented to the Planning and Zoning Commission, to include: the restructuring of Planning Area 5 from Multifamily to Dense Residential that removed the allowance of multifamily uses and restricted the area to townhomes, twin homes and cluster housing, with a 35-foot bufferyard between Planning Area 5 and Vintage Farms Phase IV Single-Family Residential; and, reducing the 8-foot wide community sidewalks to 6-foot in width in exchange for one-hundred (100) additional community trees.

ATTACHMENTS:

1. Ordinance No. O-25-017

RECOMMENDATION:

Approve Ordinance No. O-25-017 on its second reading amending the City of Brenham's official zoning map of the Code of Ordinances to assign a zoning classification of Planned Development District (PDD) on approximately 169.42 acres of Land located West of Dixie Road and North of Sunset Road, and approximately 0.778 acres of Land, located South and West of Dixie Road, said 169.42 acre tract and 0.778 acre tract being more particularly described in the PDD rezoning ordinance (Case No. REZONE-25-0002).

ORDINANCE NO. O-25-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, TO ASSIGN A ZONING CLASSIFICATION OF PLANNED DEVELOPMENT DISTRICT (PDD) ON APPROXIMATELY 169.42 ACRES OF LAND LOCATED WEST OF DIXIE ROAD AND NORTH OF SUNSET ROAD, BEING FURTHER DESCRIBED AS PART OF THE CALLED 219.28 ACRE TRACT NO. 1 AND THE CALLED 52.458 ACRE TRACT NO. 2 DESCRIBED IN THE DEED RECORDED IN VOLUME 373, PAGE 476, AND THE CALLED 90.00 ACRE TRACT DESCRIBED IN THE DEED RECORDED IN VOLUME 375, PAGE 333 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, AND APPROXIMATELY 0.778 ACRES OF LAND, LOCATED SOUTH AND WEST OF DIXIE ROAD, BEING FURTHER DESCRIBED AS PART OF THE CALLED 12.866 ACRE TRACT DESCRIBED IN THE DEED RECORDED IN VOLUME 1765, PAGE 518 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, OUT OF THE PHILLIP COE SURVEY, A-31 IN WASHINGTON COUNTY, TEXAS.

WHEREAS, the owners of the 169.42 acres of land located west of Dixie Road and north of Sunset Road, being further described as part of the called 219.28 acre Tract No. 1 and the called 52.458 acre Tract No. 2 described in the deed recorded in Volume 373, Page 476, and the called 90.00 acre tract described in the deed recorded in Volume 375, Page 333 of the Official Records of Washington County, Texas, and approximately 0.778 acres of land, located south and west of Dixie Road, being further described as part of the called 12.866 acre tract described in the deed recorded in Volume 1765, Page 518 of the Official Records of Washington County, Texas, out of the Phillip Coe Survey, A-31, in Washington County, Texas, (the "Property"), have requested that the Property be annexed into the City of Brenham ("City") and assigned zoning, and;

WHEREAS, the owners have presented an application to the City for a Planned Development District to allow the construction of a mixed-use residential development; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to zone the Property as Planned Development District upon annexation into the City of Brenham; and

WHEREAS, the Planning & Zoning Commission recommended on August 25, 2025 that City Council grant such request to assign the Property as a Planned Development District upon annexation into the City Limits; and

WHEREAS, the City Council deems it appropriate to grant such proposed zoning district classification of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED AS FOLLOWS:

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by assigning the zoning district classification of Planned Development District (PDD) on approximately 169.42 acres of land located west of Dixie Road and north of Sunset Road, being further described as part of the called 219.28 acre Tract No. 1 and the called 52.458 acre Tract No. 2 described in the deed recorded in Volume 373, Page 476, and the called 90.00 acre tract described in the deed recorded in Volume 375, Page 333 of the Official Records of Washington County, Texas, and approximately 0.778 acres of land, located south and west of Dixie Road, being further described as part of the called 12.866 acre tract described in the deed recorded in Volume 1765, Page 518 of the Official Records of Washington County, Texas, out of the Phillip Coe Survey, A-31, in Washington County, Texas, said area of land being further depicted and described in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes.

SECTION I.

PURPOSE AND INTENT. This Planned Development District (PDD), which will contain an additional eight (8) phases of the Vintage Farms subdivision, is intended to guide land use and physical development of the subject Property. This development plan is enacted as a means to provide the City of Brenham and the Developer with alternative standards set forth by the City for their mutual benefit. This PDD is intended to add this approximately 169.42-acre tract of land to the existing Vintage Farms Subdivision (“Vintage Farms”) development by incorporating the existing design and feel of Vintage Farms while providing new elements which will enhance the development’s overall livability and enjoyment. Additionally, this PDD looks to improve property utilization by facilitating the highest and best uses, provide quality cost-efficient housing, strengthen the area economy, and enhance the general welfare of the surrounding community. It reflects the goals of the City’s adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, this addition to Vintage Farms shall include public amenities such as, but not limited to, sidewalks, landscaping, and parkland which exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community.

SECTION II.

LAND USE AND PHYSICAL DEVELOPMENT.

This addition to the community shall be managed and maintained by the expanded Vintage Farms Homeowners Association (“HOA”) to include all residents of Vintage Farms Subdivision and shall be made subject to the same Declaration of Covenants, Conditions and Restrictions

applicable to and governing Vintage Farms Subdivision Phases 1-8. Nothing herein shall modify or amend the existing ordinances or Declaration applicable to Vintage Farms.

- A. No floor plan shall be repeated on the lot directly across the street, diagonally across the street, or within two (2) lots on either side of the subject lot.
- B. Minimum square footage for single-family detached dwellings shall be 1,200 square feet exclusive of garages, porches, patios and areas of the home that are not conditioned space (heat/AC). This square footage minimum matches the existing restrictions in Vintage Farms.
- C. Each single-family detached dwelling shall include, at a minimum, a two-car private, enclosed garage.
- D. Each home in Planning Area 1 (Exhibit C) shall have 100% masonry on its front and side elevations exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- E. Each home in Planning Area 2 shall have a minimum of 25% masonry on its front face exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- F. Each home in Planning Area 3 shall have a minimum of 20% masonry on its front face exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- G. The required minimum right-of-way for local streets shall be a 55-foot wide publicly dedicated right-of-way with 31-foot wide pavement, measured back-of-curb to back-of-curb.
- H. The required minimum right-of-way for Westwood Lane shall be 80-foot wide publicly dedicated right-of-way with 41-foot-wide pavement, measured back-of-curb to back-of-curb. Within the Westwood Lane right-of-way and maintained by the HOA a 6-foot wide sidewalk/trail shall be located on one side of the street. Community trees as required in Subsection J of this Ordinance shall be located within the Westwood Lane right-of-way and maintained by the HOA.
- I. A minimum of 20,826 linear feet of five foot (5') wide concrete sidewalks and concrete trails shall be constructed within the residential area, and a minimum of 11,637 linear feet of six foot (6') wide concrete sidewalks shall be constructed in the greenspace/common areas and along Westwood Lane. The Developer shall provide:
 - a. Minimum of 20,826 linear feet of five foot (5') wide concrete sidewalks on one side of the local streets, which shall correspond with the same look and feel of the design and layout of the existing Vintage Farms Subdivision.
 - b. Minimum of 11,637 linear feet of six foot (6') wide concrete trails within the Westwood Lane right-of-way, greenspace and common areas throughout the development to be consistent with the trail system of Vintage Farms. The final location of the trail system may differ from what is shown on Exhibit D because the exact location and design shall be determined by the final design.
 - c. As shown on Exhibit D, in addition to sidewalks and trail connections located along the City Street right-of-way a minimum of seven (7) pedestrian access

points connecting the greenspace trails to the neighborhood sidewalk system shall be provided.

J. Landscape/Fencing

- a. Perimeter fencing and landscaping shall be installed along Dixie Road, Vintage Farms Way and Westwood Lane, and along the residential collectors which connect to Westwood Lane within the community. Perimeter Fencing shall be stained, capped and trimmed wooden privacy fence with steel posts to match the existing perimeter fence in the existing Vintage Farms community. This fencing will be maintained by the HOA.
- b. Masonry columns shall be installed approximately every 150' in the perimeter fencing along Westwood Lane, Dixie Road and Vintage Farms Way.
- c. Each lot shall be landscaped and irrigated, at a minimum, with fully sodded yard.
- d. Single-family residential lots shall have at least one (1) two-inch (2") or larger caliper (measured six inches (6") above the tree base) canopy or shade tree, as well as a minimum of five (5) one-gallon shrubs, planted in the front yard of the residence prior to the Certificate of Occupancy being issued by the City.
- e. Community Trees – As the community develops, and prior to the final Certificate of Occupancy being issued by the City, community trees shall be planted throughout the development with a base amount of 100 canopy trees plus additional community trees planted at a ratio of at least one-half (1/2) of the total number of lots shown on the final plat. Required trees shall be planted along roadways, in common areas, greenspace, along trails and sidewalks and other areas viewable to the public. With regard to the additional community trees (excluding the base amount of 100 canopy trees) required to be planted, fifty percent (50%) of the required trees shall be canopy trees measuring at least six feet (6') tall and two inches (2") in caliper when measured six inches (6") from the ground.
- f. Preservation of trees – In accordance with Appendix A - Zoning, Part II, Division 1, Section 12.05 (3) of the City of Brenham Code of Ordinances, developer shall receive credit for each existing tree that is preserved towards the number of community trees that are required by Section II (h)(e) herein above.

K. Greenspace

- a. Developer shall reserve a minimum of twenty-four (24) acres of greenspace and common area for neighborhood use, all of which shall be maintained by the HOA.
- b. Developer shall install a minimum of eight (8) benches in the common areas along the trail system throughout the proposed Vintage Farms community.
- c. Developer shall design and construct Westwood Lane with a roundabout and streetscape along both sides of Westwood Lane. These areas shall be landscaped with canopy trees, irrigation, grass and shall be maintained by the HOA.
- d. Developer shall install a minimum of eight (8) exercise stations in the common areas along the trail system throughout the proposed Vintage Farms community.

- e. Developer shall install signage in the greenspace with posted rules and warnings regarding usage and safety. This signage shall be maintained and updated by the HOA.
- f. Right-of-Way Dedication - Developer shall purchase the additional 0.788-acre strip of land (Exhibit B) in order to connect Westwood Lane to Dixie Road at the north end of the 169.42-acre tract. At the time of a platting the developer shall dedicate additional right-of-way for Dixie Road widening and general road improvements in accordance with the City's adopted Major Thoroughfare Plan.

SECTION III.

SUBDIVISION OF LAND. The development of land within this PDD includes four (4) different single-family dwelling products. Dwellings located in Planning Areas 1 and 2 (Exhibit C) shall comply with the development standards applicable to properties in a Single-Family Residential (R-1) zoning district, and dwellings located in Planning Areas 3, 4 and 5 (Exhibit C) shall comply with the development standards applicable to properties in a Mixed Residential (R-2) zoning district, except as follows:

- A. Planning Areas 1 & 2- Single-Family Residential Detached Homes – 50 foot and 55-foot-wide lots
 - a. 100% of the lots shall be a minimum of 6,000 square feet
 - b. 30% of the lots shall be a minimum of 6,600 square feet
 - c. Minimum lot width shall be 50 and 55-feet, as shown on Exhibit C except for radial lots which shall be a minimum 45-feet measured at the front setback.
 - d. 3-Sided masonry is required on lots in Planning Area 2 which back up to Dixie Road and the greenspace on the west side of the community as depicted in Exhibit C.
 - e. Minimum lot depth shall be 120 feet (determined by the average of the two side lot lines) except for radial lots which shall have an average minimum lot depth of 110 feet.
 - f. Front yards shall be setback a minimum of 25 feet as per current City development requirements.
 - g. Side yards shall be setback a minimum of 5- feet unless adjacent to a side street in which case the minimum shall be 15 feet.
 - h. Rear yards shall be setback a minimum of 20 feet.
- B. Planning Area 3 - Single-Family Residential Detached Homes – 40-foot wide lots
 - a. 100% of the lots shall be a minimum of 4,800 square feet
 - b. Minimum lot width shall be 40 feet
 - c. Minimum lot depth shall be 120 feet (determined by the average of the two side lot lines) except for radial lots which shall have an average minimum lot depth of 110 feet.
 - d. Front yards shall be setback a minimum of 20 feet.
 - e. Side yards shall be setback a minimum of 5 feet unless adjacent to a side street in which case the minimum shall be 15 feet. Distances between adjacent patio homes shall not be less than 10 feet. Lots adjacent to common areas shall maintain the 5-foot side setback.

- f. Rear yards shall be setback a minimum of 15 feet.
- C. Planning Area 4 – Townhomes – 25- and 30-foot-wide lots
- a. 100% of the lots shall be a minimum of 2,500 square feet, except exterior end lots which shall be a minimum of 3,000 square feet.
 - b. Minimum lot width for interior lots shall be 25 feet, and minimum lot width for exterior lots shall be 30 feet.
 - c. Minimum lot depth shall be 100 feet (determined by the average of the two side lot lines).
 - d. Front yards adjacent to Westwood Lane shall be setback a minimum of 25 feet on all lots.
 - e. Side yards: The following instances require side yards.
 - i. Adjacent to a side street shall have a minimum setback of 15 feet.
 - ii. Distances between townhome buildings shall not be less than 10 feet.
 - iii. Lots adjacent to common areas shall maintain the 5-foot side setback.
 - f. Rear yards shall be setback a minimum of 15 feet on all lots.
 - g. Townhomes shall have garage access to adjacent residential street and shall not have driveway access from the Westwood Lane collector roadway.
- D. Planning Area 5 – Dense Residential
- a. Shall meet the requirements set forth in the Zoning Regulations, R-2 District listed in Section 2.05(6)(a-d) of the City of Brenham Code of Ordinances.
 - b. Townhomes as specified in Planning Area 4 shall be a permitted use within Planning Area 5.
 - c. Twin homes as outlined in the above-mentioned Zoning Regulations shall be a permitted use within Planning Area 5.
 - d. Cluster Housing as outlined in Section 23-24 of the Subdivision Regulations shall be a permitted use within Planning Area 5.
 - e. Bufferyards. To further minimize potential noise, drainage, glare or other potential incompatibilities between the different densities, a bufferyard of at least thirty-five (35) feet shall be required from the property line of Vintage Farms, Phase IV (single-family residential).
 - f. Access. Alleys are encouraged in townhome and twin home developments to facilitate the design of garages and parking to the rear of lots. Dwellings which front Westwood Lane and Vintage Farms Way shall have garage access to the rear of lots and shall not have driveway access to Westwood Lane or Vintage Farms Way.
 - g. The following shall not be permitted within the R-2 Mixed Residential area within the Planned Development District:
 - i. Single Family Detached Units;
 - ii. Multifamily dwellings on sites less than (2) acres;
 - iii. Multifamily dwellings on sites greater than (2) acres;
 - iv. Group residential uses as provided by state law, such as “family homes,” “community homes,” or “group homes;”
 - v. Accessory Dwelling Units;
 - vi. Two-family dwellings or duplexes;
 - vii. Mobile homes or manufactured homes;

- viii. Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham; or
- ix. Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.

SECTION IV.

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

SECTION V.

This Ordinance shall in no manner amend, change, supplement or revise any portion of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms and conditions of the Planned Development District provided for herein.

SECTION VI.

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

PASSED and APPROVED on its first reading this the 4th day of September 2025.

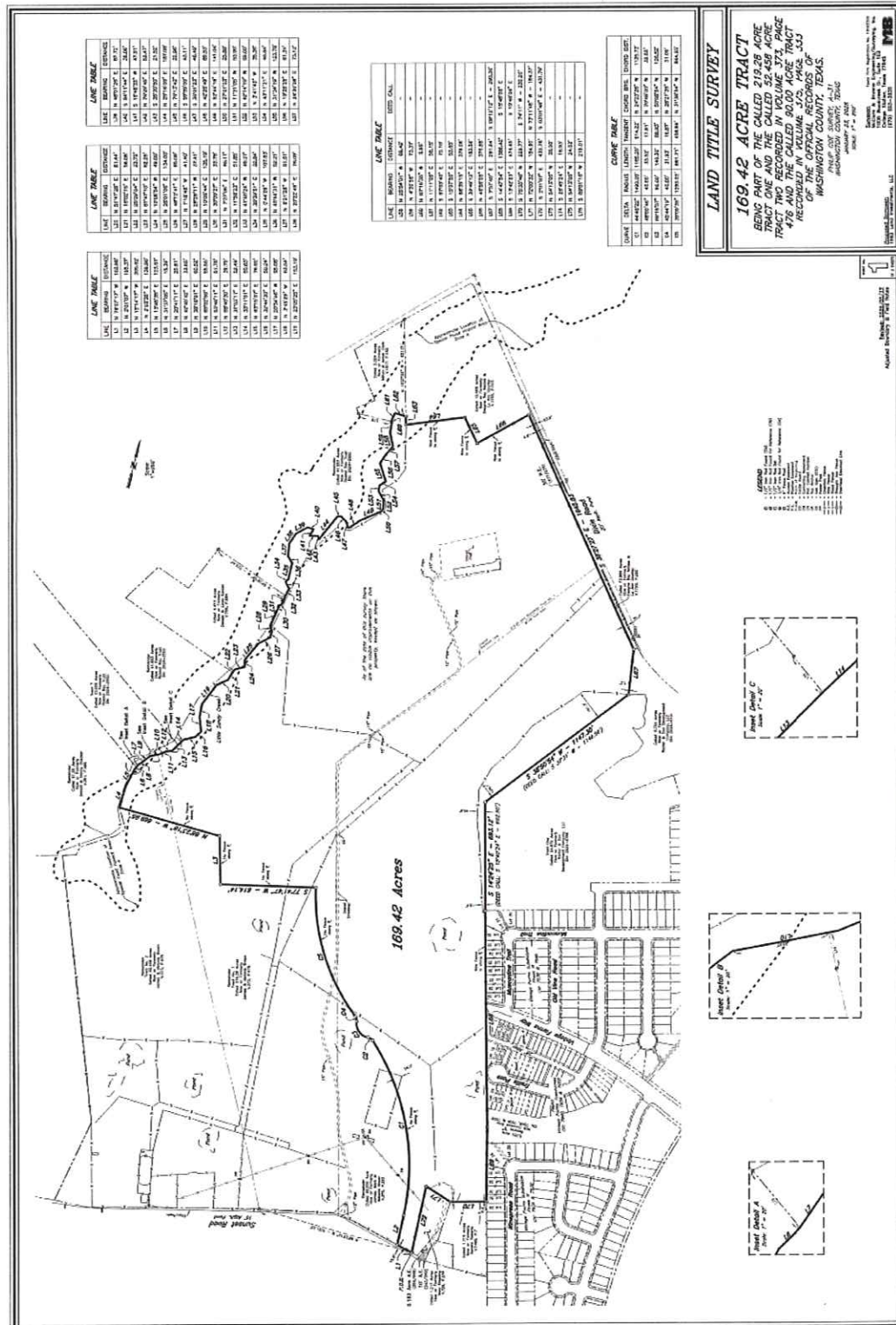
PASSED and APPROVED on its first reading this the 18th day of September 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

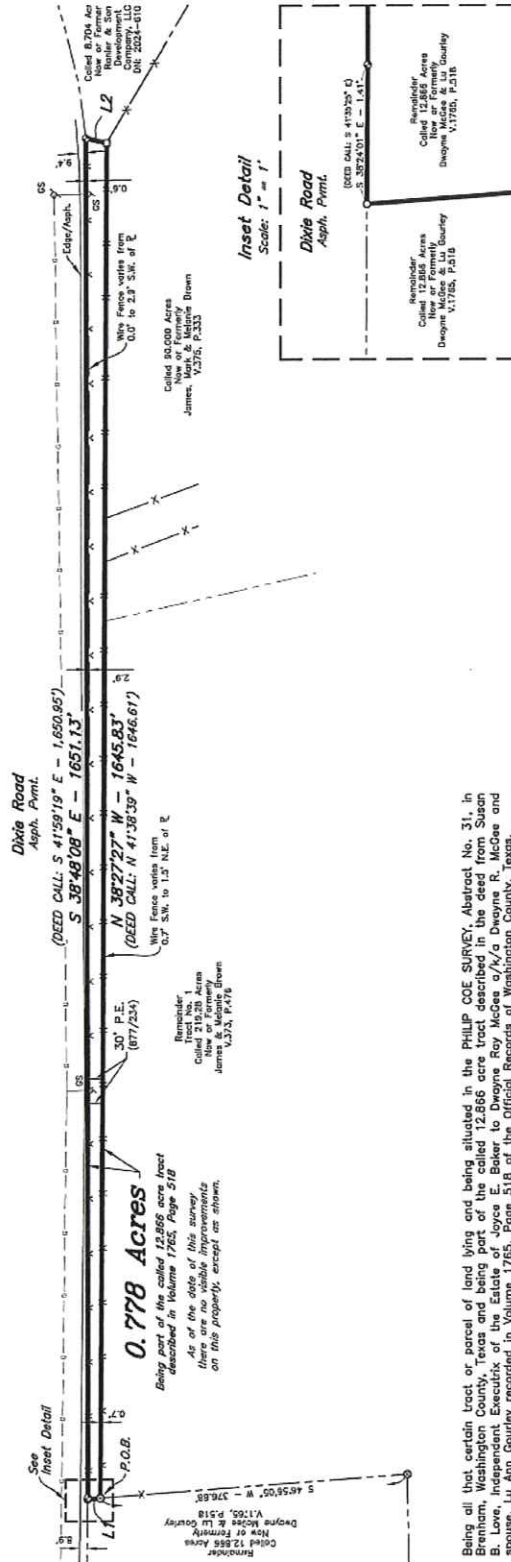
EXHIBIT A – 169.42- Acre Tract Survey and Description



LINE TABLE			
LINE	BEARING	DISTANCE	DEED CALL
L1	N 49°52'05" E	15.85'	---
L2	S 63°22'27" W	26.10'	S 59°16'25" W 25.31'



Scale: 1"=120'



Being all that certain tract or parcel of land lying and being situated in the PHILIP COE SURVEY, Abstract No. 31, in
 Brenham, Washington County, Texas and being part of the called 12.866 acre tract described in the deed from Susan
 B. Love, Independent Executor of the Estate of Joyce E. Baker to Dwayne Roy McGee &/s/ Dwayne R. McGee and
 spouse, Lu Ann Gourley recorded in Volume 1765, Page 518 of the Official Records of Washington County, Texas.

1. The bearing system is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83 per GPS observations.
 2. See Page 2 of 2 for Field Notes prepared with this survey.
 3. Every document of record reviewed and considered as a part of this survey is noted hereon. No abstract of title,
 nor title commitment, nor results of the title searches were furnished to the surveyor. There may exist other
 documents of record that would affect this parcel.
 4. Except as specifically stated here shown on this plat, this survey does not purport to reflect any of the following
 interests or claims: easements, rights of way, mineral rights, water rights, or other interests that may exist at the
 time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or
 other land-use regulations, and any other facts that an accurate and current title search may disclose.
 5. There are no visible improvements other than those shown hereon.
 6. According to the Flood Insurance Rate Maps for Washington County, Texas and Unincorporated Areas, Map Number
 4847700393C, Map Revised August 16, 2011, this property is not located in a Special Flood Hazard Area.

Prepared For: RANER & SON DEVELOPMENT

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my
 knowledge, information and belief, and in my professional opinion, that the above survey is true and correct and
 agrees with a survey made on the ground under my supervision on January 25, 2025.

FIELD NOTES
0.778 ACRES

Being all that certain tract or parcel of land lying and being situated in the PHILIP COE SURVEY, Abstract No. 31, in Brenham, Washington County, Texas and being part of the called 12.866 acre tract described in the deed from Susan B. Love, Independent Executrix of the Estate of Joyce E. Baker to Dwayne Ray McGee a/k/a Dwayne R. McGee and spouse, Lu Ann Gourley recorded in Volume 1765, Page 518 of the Official Records of Washington County, Texas (O.R.W.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the west corner of this herein described tract, said iron rod also marking a corner of the called 12.866 acre McGee and Gourley tract and the north corner of the called 219.28 acre James S. Brown and Melanie Ida Brown remainder Tract No. 1 recorded in Volume 373, Page 476 of the Deed Records of Washington County, Texas (D.R.W.C.), from whence a found 6-inch fence post marking a corner of the called 12.866 acre McGee and Gourley tract bears S 46° 56' 05" W at a distance of 376.88 feet for reference;

THENCE: N 48° 56' 05" E into and through the called 12.866 acre McGee and Gourley tract for a distance of 15.65 feet to a 1/2-inch iron rod set for the north corner of this tract, said iron rod also being in the southwest margin of Dixie Road;

THENCE: along the southwest margin of said Dixie Road for the following two (2) calls:

- 1) S 38° 24' 01" E (DEED CALL: S 41° 35' 25" E) for a distance of 1.41 feet to a found 8-inch fence post marking an angle point of this tract, and
- 2) S 38° 48' 08" E (DEED CALL: S 41° 59' 19" E - 1,650.95') for a distance of 1,851.13 feet to a found 8-inch fence post marking the common east corner of this herein described tract and the called 12.866 acre McGee and Gourley tract, said fence post also marking the north corner of the called 8.704 acre Ranier & Son Development Company, LLC tract recorded in Document No. 2024-6101 (O.R.W.C.);

THENCE: S 63° 32' 27" W (DEED CALL: S 58° 16' 29" W - 25.91') along the common line of this tract and the called 8.704 acre Ranier & Son Development Company, LLC tract for a distance of 26.10 feet to a found 6-inch fence post marking the common south corner of this tract and the called 12.866 acre McGee and Gourley tract, said fence post also marking an angle point of the called 8.704 acre Ranier & Son Development Company, LLC tract and an angle point of the called 90.000 acre James Stewart Brown, Mark Edward Brown and Melanie Ida Brown tract recorded in Volume 375, Page 333 (D.R.W.C.);

THENCE: N 38° 27' 27" W (DEED CALL: N 41° 38' 39" W - 1,646.61') along the common line of this tract, the called 90.000 acre Brown tract and the called 219.28 acre Brown remainder Tract No. 1 for a distance of 1,645.83 feet to the POINT OF BEGINNING and containing 0.778 acres of land.

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on January 25, 2025.

See survey plat on Page 1 of 2
for additional information





City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc for FY2025-26 On-Call Engineering Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 18, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

The City of Brenham proposes engaging Strand Associates, Inc. (Strand) to provide On-Call Engineering Support Services to assist with ongoing and future development needs. Since 2020, the City has relied on third-party engineering services due to the absence of a full-time City Engineer within the Development Services Department and the continued growth and development within the community. Under the proposed agreement, Strand will provide a range of services, including but not limited to:

- General Engineering Services
- Development Review Services
- Floodplain Administration Services
- Part-Time Resident Project Representative Services for City of Brenham projects

These services may include attending meetings to address engineering-related matters, preparing opinions of probable construction costs for budgeting purposes, reviewing preliminary and final plats, and evaluating construction plans for water, sanitary sewer, paving, and drainage systems in accordance with the City's Public Infrastructure Design Manual and Code of Ordinances.

For reference, a summary of engineering services provided by Strand under the current On-Call Agreement for Fiscal Year 2024–2025 is attached. All services to be provided by Strand are outlined in detail in Exhibit A of the agreement. As in previous years, the City will compensate Strand only for actual services rendered, with total compensation **not to exceed \$120,000**.

ATTACHMENTS:

1. Strand FY25-26 On-Call Agreement
2. FY 2025 On-Call Invoice Support Document

RECOMMENDATION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc for FY2025-26 On-Call Engineering Services and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
FY 2026 ON-CALL ENGINEERING SERVICES**

**THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

THIS AGREEMENT made on the _____ day of _____, 2025, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to obtain on-call engineering services, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide on-call engineering services, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to

herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services shall begin on October 1, 2025. Services are scheduled for completion on September 30, 2026.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$120,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 2/18/25
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Atwood C. Kenjura Date
Mayor

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

CITY OF BRENHAM FY 2026 ON-CALL ENGINEERING SERVICES

Description of Project

Engineer will provide on-call engineering support services to the City as directed and authorized by the City Manager in writing. The City may request that Engineer establish a scope and fee for specific services for review and approval prior to starting services or may direct Engineer in writing to proceed with defined services without preset limits.

A. General Engineering Services

1. Attend meetings with the City to discuss engineering-related matters.
2. Respond to the City's engineering-related questions.
3. Prepare opinions of probable construction costs for budgetary purposes.
4. Provide engineering, scientific, hydraulic modeling, and computer-aided design and drafting (CADD) services.

B. Development Review Services

1. Communicate with the City, the developer, and the developer's engineer.
2. Review preliminary and final plats submitted by the developer in accordance with the City's Code of Ordinances and Design Standards and Specifications.
3. Review water, sanitary sewer, paving, and drainage construction drawings in accordance with the City's Code of Ordinances and Design Standards and Specifications.
4. Provide written comments on plats, construction drawings, and drainage reports to the City's Development Services Director.

C. Floodplain Administration Services

1. Communicate with the City regarding its floodplain administration.
2. Provide floodplain administration services including review of floodplain permits for new construction and substantial improvements in accordance with the City's Code of Ordinances and Design Standards and Specifications.

D. Part-Time Resident Project Representative (RPR) Services for Developments

Upon written request of the City, provide RPR for part-time observation of development construction. In furnishing observation services, Engineer's efforts will be directed toward determining for the City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Engineer will communicate with the City regarding the progress of the work and will document visits to the project site and furnish copies of such documentation to the City.

PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM FY 2026 ON-CALL ENGINEERING SERVICES

The following represents the estimated maximum compensation for the scope of services documented in Attachment "A," Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for On-Call Engineering Services on an hourly rate basis in accordance with the rates shown in the Schedule of Charges, not to exceed \$120,000.

SCHEDULE OF CHARGES

Compensation for engineering services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Engineering Services Classification	Hourly Billing Rates*
Principal Engineer	\$360
Senior Associate 3	\$320
Senior Associate 2	\$300
Senior Associate 1	\$280
Senior Project Manager	\$260
Project Manager 4	\$240
Project Manager 3	\$225
Project Manager 2	\$210
Project Manager 1	\$195
Senior Project Engineer	\$185
Project Engineer 4	\$180
Project Engineer 3	\$175
Project Engineer 2	\$170
Project Engineer 1	\$165
Graduate Engineer 4	\$160
Graduate Engineer 3	\$155
Graduate Engineer 2	\$150
Graduate Engineer 1	\$145
Senior Engineering Technician	\$175
Engineering Technician	\$165
Junior Engineering Technician	\$ 80
Senior CADD Operator	\$135
CADD Operator	\$ 95
Administrative	\$120

* Updated annually on July 1

Compensation for surveying services shall be on an hourly basis at the rates set forth below which are subject to change annually on July 1.

Surveying Services Classification	Billing Rates*
Registered Professional Land Surveyor (Hourly)	\$ 270
Senior Survey Technician (Hourly)	\$ 135
Survey Technician (Hourly)	\$ 80
Laser Scanner (Half-Day)	\$1,000
Laser Scanner (Full-Day)	\$1,800
Global Positioning System (GPS) Equipment (Half-Day)	\$ 210
GPS Equipment (Full-Day)	\$ 325
Robotic Total Station (Half-Day)	\$ 135
Robotic Total Station (Full-Day)	\$ 220

* Updated annually on July 1

Subcontract costs shall be billed at invoice cost plus ten percent for handling.

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - October 1, 2024 through October 31, 2024

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ 903.75	1) Dixie Street and Old Masonic Road Annexation Appraisals	PM3 (2 hrs) and SET (2.75 hrs) to provide miscellaneous services as requested by the Department of Development Services.
	Plan Reviews and Meetings	\$ 8,958.75	1) Plan Review Meetings 2) Center Stage Dance Studio 3) Del Sol Food Company 4) North Saeger Street 5) Sandalwood Mobile Home Park 6) Total Storage 7) TxDOT Maintenance Facility 8) Wilkins Valley, Phase 2 9) Zippy J's 10) Lotline Plats - 24-0015, 0016, 0017, 0018, and 0019 11) SUBFIN Plats - 24-0013 and 0014	SA1 (4 hrs), SPM (1.25 hrs), PM3 (0.75 hr), GE4 (8 hrs), SET (36 hrs), and ADM (1.5 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 247.50	1) Shepard Subdivision	SET (1.5 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ -		
	Construction Meetings and Observation	\$ 783.75	1) Ebenezer Development 2) Wilkins Valley Subdivision	SET (4.75 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 1,122.50	1) C-Store Gas Station	SPM (1 hr) and GE3 (5.75 hrs) to perform a water and wastewater study to determine ability to serve utilities to a proposed development.
	Water Utility	\$ -		
	Wastewater Utility	\$ -		
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 12,016.25

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - November 1, 2024 through November 30, 2024

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 7,575.00	1) Plan Review Meetings 2) China Buffet 3) C-Store at Brenham Market Square 4) North Saeger Street 5) Silversage Assisted Living 6) Total Storage 7) TxDOT Maintenance Facility 8) Zippy J's 9) Lotline Plats - 24-0015, and 0020 10) SUBFIN Plats - 24-0014	SA1 (3 hrs), SPM (1.5 hrs), GE4 (11.75 hrs), SET (27.25 hrs), and ADM (0.25 hr) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 635.00	1) FM 389 Manufactured Home Park 2) Redeemer Church 3) Select Furnishings	SA1 (0.50 hr) and SET (3 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ 41.25	1) The Vineyard Church, Parking Lot	SET (0.25 hr) to respond to pre-submittal questions.
	Construction Meetings and Observation	\$ 1,940.00	1) Ebenezer Development, Cul-De-Sac 2) Liberty Village, Sections 6-8 3) North Saeger Street 4) Vintage Farms, Phases 6 & 7 5) Wilkins Valley Subdivision	PM3 (0.75 hr), PM1 (0.25 hr), SET (10.25 hrs), and SCADD (0.25 hr) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 532.50	1) Zippy J's	SPM (0.75 hr) and GE3 (2.25 hrs) to perform a water and wastewater study to determine ability to serve utilities to a proposed development.
	Water Utility	\$ -		
	Wastewater Utility	\$ 65.00	1) TxDOT Maintenance Facility, Lift Station Review No. 4	SPM (0.25 hr) to perform a re-review of a sanitary lift station as part of an earlier ability to serve utilities study.
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ 540.00	1) Old Chappell Hill Road OPC	SPM (1 hr), PM3 (0.5 hr), ET (0.75 hr), and ADM (0.5 hr) to update a cost opinion to reconstruct Old Chappell Hill Road to the City limits.
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 11,328.75

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - December 1, 2024 through December 31, 2024

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ 281.25	1) CIAC Bi-Annual Meeting	PM3 (1.25 hrs) to attend the CIAC Bi-Annual Meeting to fulfill the reporting obligations of Local Government Code Chapter 395.
	Plan Reviews and Meetings	\$ 2,901.25	1) Plan Review Meetings 2) FM 389 Manufactured Home Park 3) Total Storage 4) TxDOT Maintenance Facility 5) Washington County Jail 6) Lotline Plats - 24-0020 and 0021	SA1 (2.5 hrs), SPM (1 hr), PM3 (0.5 hr), GE4 (2.75 hrs), and SET (8.5 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 618.75	1) FM 389 Manufactured Home Park 2) Redeemer Church 3) 708 Seelhorst, Chelsea Build	SET (3.75 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ 123.75	1) Silversage Assisted Living	SET (0.75 hr) to respond to pre-submittal questions.
	Construction Meetings and Observation	\$ 1,450.00	1) Brenham Trails 2) Ebenezer Development, Cul-De-Sac 3) Heritage Oaks, Section 2 4) Liberty Village, Sections 6-8 5) Timber Oaks, Section 4 6) Wilkins Valley Subdivision	PM3 (0.25 hr), PM1 (0.25 hr), PE1 (0.25 hr), GE1 (2.25 hrs), and SET (6 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 1,292.50	1) Zippy J's	SPM (0.5 hr) and GE3 (7.75 hrs) to perform a water and wastewater study to determine ability to serve utilities to a proposed development.
	Water Utility	\$ -		
	Wastewater Utility	\$ 65.00	1) TxDOT Maintenance Facility, Lift Station Review No. 4	SPM (0.25 hr) to perform a re-review of a sanitary lift station as part of an earlier ability to serve utilities study.
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 6,732.50

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - January 1, 2025 through January 31, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 5,067.50	1) Plan Review Meetings 2) Del Sol Food Company 3) Fire Station No. 2 4) Food Truck Park 5) Total Storage 6) Velocity Church 7) Washington County Jail 8) Zippy J's 9) Lotline Plats - 24-0021, 25-0001, and 25-0002	SA1 (4 hrs), SPM (1 hr), PM3 (0.25 hr), GE4 (1.5 hrs), GE1 (1 hr), and SET (19.75 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 247.50	1) Silversage Assisted Living Facility	SET (1.5 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ 41.25	1) Automotive Repair, Chris Lermann	SET (0.25 hr) to respond to pre-submittal questions.
	Construction Meetings and Observation	\$ 1,856.25	1) Heritage Oaks, Section 2 2) Vintage Farms, Sections 6-8 3) Timber Oaks, Section 4 4) Wilkins Valley Subdivision	PM3 (1 hr), PM1 (0.25 hr), GE4 (5.5 hrs), GE1 (0.5 hr), and SET (4 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ -		
	Water Utility	\$ -		
	Wastewater Utility	\$ 696.25	1) Budweiser Lift Station, Budgetary Cost Opinion 2) Lift Station Fence Replacements, Budgetary Cost Opinion 3) TxDOT Maintenance Facility, Lift Station Electrical Meeting	SPM (1 hr), GE4 (1.75 hrs), and ADM (1.5 hrs) to prepare budgetary cost opinions and to attend a meeting with TxDOT's lift station engineers to discuss review comments made as part of an earlier ability to serve utilities study.
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 7,908.75

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - February 1, 2025 through February 28, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 9,616.25	1) Plan Review Meetings 2) Faith Mission Parking 3) LaQuinta/Hawthorne Suites 4) Maks Convenience Store 5) Total Storage 6) Velocity Church 7) Vintage Farms, Brown Tract Expansion 8) Lotline Plats - 25-0002, 25-0003, and 25-0004 9) MISC-PRKG - 25-0004 and 25-0005 10) SUBFIN & SUBPRE Plats - 25-0001	SA2 (0.75 hr), SA1 (6 hrs), SPM (1 hr), PM 1 (3.5 hrs), GE4 (20.25 hrs), and SET (22 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 288.75	1) Vintage Farms, Brown Tract Expansion	SET (1.75 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ -		
	Construction Meetings and Observation	\$ 3,718.75	1) Brenham Market Square 2) Saeger Street Extension 3) Timber Oaks, Section 4 4) Vintage Farms, Sections 6-8 5) Wilkins Valley Subdivision	PM3 (0.25 hr), PM1 (0.25 hr), GE1 (7.25 hrs), and SET (15.75 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 376.25	1) FY 2025-26 Water and Sewer, Budgetary Cost Opinion	SPM (1 hr) and GE4 (0.75 hr) to prepare a cost opinion.
	Water Utility	\$ 712.50	1) Atlow BPS Flow Meter, Budgetary Cost Opinion	SPM (0.75 hr), GE2 (3 hrs), and ADM (0.75 hrs) to prepare a cost opinion.
	Wastewater Utility	\$ 38.75	1) Lift Station Fence Replacements, Budgetary Cost Opinion	GE4 (0.25 hr) to prepare a cost opinion.
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 14,751.25

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - March 1, 2025 through March 31, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 3,936.25	1) Plan Review Meetings 2) Arete Office 3) Brenham Vet Clinic 4) Comcast 5) Faith Mission Parking 6) LaQuinta/Hawthorne Suites 7) Longwood Drive Plat (SWIP) 8) Maks Convenience Store 9) Velocity Church 10) Vintage Farms, Brown Tract Expansion 11) Lotline Plats - 25-0001 and 25-0005	SA1 (0.5 hr), SPM (3.25 hrs), PM 1 (0.75 hr), and SET (17 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 288.75	1) Brenham Crossing, Buildings H1 and D	SET (1.75 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ -		
	Construction Meetings and Observation	\$ 1,121.25	1) Ebenezer Townhomes, Cul-de-sac 2) Heritage Oaks, Section 2 3) Vintage Farms, Sections 6-8 4) Wilkins Valley Subdivision	PM1 (0.25 hr) and SET (6.5 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 4,623.75	1) Brenham Hotel-La Quinta and Hawthorn Suites 2) Brianna's-Del Sol Expansion and Remodel 3) Vintage Farms, Brown Tract	SPM (2 hrs), GE4 (3.25 hrs), and GE3 (24 hrs) to perform water and wastewater studies to determine ability to serve utilities to proposed developments.
	Water Utility	\$ -		
	Wastewater Utility	\$ -		
	Natural Gas Utility	\$ 82.50	1) Blue Bell Road Gas Line Extension Cost Opinion	ADM (0.75 hr) to prepare a budgetary cost opinion.
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ 475.00	1) Westwood Lane and Dixie Drive Cost Opinions	PM3 (0.5 hr), PE1 (1.75 hrs), and ADM (0.75 hr) to prepare budgetary cost opinions.
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 10,527.50

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - April 1, 2025 through April 30, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 3,232.50	1) Plan Review Meetings 2) Arete Office 3) Brenham Vet Clinic 4) Faith Mission Parking 5) Food Truck Park 6) Tru-Vision Plastics	SA1 (0.5 hr), SPM (1 hr), GE4 (5.5 hrs), and SET (12 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 1,393.75	1) Berkley Eye Center 2) Brenham Retail Center (R62752) 3) Viridien Data Center	SA1 (1 hr) and SET (6.75 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ 82.50	1) Heights Venture-Tim Shoemaker Drainage Questions	SET (0.5 hr) to respond to pre-submittal questions.
	Construction Meetings and Observation	\$ 1,513.75	1) Ebenezer Townhomes, Cul-de-sac 2) Heritage Oaks, Section 2 3) Vintage Farms, Sections 6-8 4) Wilkins Valley Subdivision	PM1 (0.25 hr), GE4 (2 hrs), and SET (7 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 1,170.00	1) Brenham Hotel-La Quinta and Hawthorn Suites 2) Vintage Farms, Brown Tract	SPM (4.5 hrs) to perform a water and wastewater study to determine ability to serve utilities to the Brenham Hotel developments, and to attend a meeting with City staff to review the results of the Vintage Farms study.
	Water Utility	\$ -		
	Wastewater Utility	\$ 601.25	1) Knights of Columbus Lift Station and Force Main OPC	SPM (1.25 hrs), GE4 (1.25 hrs), and ADM (0.75 hr) to perform preliminary lift station and force main sizing, and to prepare a budgetary cost opinion.
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 7,993.75

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - May 1, 2025 through May 31, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ 896.25	1) Vintage Farms, Brown Tract	SPM (0.5 hr), PM3 (0.75 hr), GE4 (3.5 hrs), and ADM (0.5 hr) to attend meetings, contact equipment suppliers, and prepare a cost opinion for improvements identified during a recent water and wastewater study.
	Plan Reviews and Meetings	\$ 4,815.00	1) Plan Review Meetings 2) Arete Office 3) Arete Townhomes 4) Brenham Crossing Buildings D and H1 5) Brenham Vet Clinic 6) Food Truck Park 7) Velocity Church	SA1 (3 hrs), SPM (1 hr), GE4 (8 hrs), and SET (15 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 536.25	1) Arete Office 2) Arete Townhomes 3) Home2 Suites	SET (3.25 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ -		
	Construction Meetings and Observation	\$ 5,020.00	1) Heritage Oaks, Section 2 2) Vintage Farms, Sections 6-8 3) Wilkins Valley Subdivision	PM1 (0.25 hr), GE4 (18.5 hrs), and SET (12.75 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 1,081.25	1) Sandy Pointe Development	SPM (3 hrs), GE4 (0.25 hr), and GE3 (1.75 hrs) to perform a water and wastewater study to determine ability to serve utilities to a development.
	Water Utility	\$ -		
	Wastewater Utility	\$ -		
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ -		
	Parks Tasks	\$ -		

Total this Invoice: \$ 12,348.75

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - June 1, 2025 through June 30, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 2,437.50	1) Plan Review Meetings 2) Arete Office 3) Brenham Crossing Buildings D and H1 4) Velocity Church 5) Parking Improvements at 1403 West Main Street	SPM (1 hr), GE4 (5 hrs), and SET (8.5 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 907.50	1) Arete Townhomes 2) Waves Gas Station	SET (5.5 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ -		
	Construction Meetings and Observation	\$ 2,365.00	1) Vintage Farms, Sections 6-8 2) Wilkins Valley Subdivision	PM1 (0.25 hr), GE4 (3.5 hrs), and SET (10.75 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 1,416.25	1) Brenham Vet Clinic 2) Velocity Church	SPM (5 hrs) and GE4 (0.75 hr) to perform water and wastewater studies to determine ability to serve utilities to developments.
	Water Utility	\$ -		
	Wastewater Utility	\$ -		
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ 1,067.50	1) Drainage Concern Areas	GE4 (0.5 hr) and SET (6 hrs) to perform site visits and preliminary sizing of drainage improvements, and prepare cost opinions.
	Parks Tasks	\$ -		

Total this Invoice: \$ 8,193.75

FY 2025 On-Call Engineering Services - Invoice Support (3900.245)

Invoice Period - July 1, 2025 through July 31, 2025

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	BILLING CLASSIFICATIONS AND COMMENTS
Development Services	General Tasks	\$ -		
	Plan Reviews and Meetings	\$ 1,370.00	1) Plan Review Meetings 2) 633 Medical Parkway 3) 1307 N Park Street Townhomes 4) 1407 S Day Street 5) Lotline Plats - 25-0007	SA1 (1.25 hrs), GE1 (1 hr), and SET (5 hrs) to attend plan review meetings, perform plan and plat reviews, and provide comments.
	Pre-Development Meetings	\$ 656.25	1) Arete Townhomes 2) Brenham Quality Meats 3) Viridien Data Center 4) 801 Burleson Street	SET (3.75 hrs) to prepare for and attend pre-development meetings.
	Pre-Submittal Questions	\$ 43.75	1) Vintage Tiny Homes (Tristan Hyde)	SET (0.25 hr) to respond to pre-submittal questions.
	Construction Meetings and Observation	\$ 1,873.75	1) Fire Station No. 2 2) Vintage Farms, Sections 6-8 3) Wilkins Valley Subdivision	PM2 (0.25 hr), GE4 (4 hrs), and SET (6.75 hrs) to attend construction meetings, perform part-time RPR services, and provide daily observation reports to the City.
Public Utilities	General Tasks	\$ 592.50	1) TxDOT Cloverleaf Reconstruction	SA1 (0.5 hr), PE2 (1.25 hrs), and GE4 (1.5 hrs) to perform water modeling and provide figures showing changes in pressures and fire flows.
	Water Utility	\$ -		
	Wastewater Utility	\$ -		
	Natural Gas Utility	\$ -		
	Electric Utility	\$ -		
Public Works	General Tasks	\$ -		
	Streets Tasks	\$ -		
	Drainage Tasks	\$ 7,942.50	1) Pecan Street Drainage Area	SA2 (2.5 hrs), GE4 (12.25 hrs), SET (24.5 hrs), and SCAD (7 hrs) to perform site visits and surveys, sizing of drainage improvements, and prepare construction drawings and cost opinions.
	Parks Tasks	\$ -		

Total this Invoice: \$ 12,478.75



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2617BREN with TxDOT for FY 2026 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 18, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

On August 28, 2025, TxDOT informed staff FY26 RAMP Grant Agreements were live in eGrants. The Routine Airport Maintenance Program (RAMP) Grant program is offered from September 1, 2025 through August 31, 2026 and allows the City to be reimbursed for 90% of the eligible maintenance items up to \$100,000.

The City's required match is \$11,111.11 for a total grant of \$111,111.11 for the fiscal year. Eligible reimbursement items include monthly AWOS monitoring, annual AWOS maintenance contract, replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. Maintenance improvements are reviewed by Airport Staff based on priority of needs with airside needs being the highest priority. Enclosed are eligible RAMP grant projects for reference.

The current grant agreement expired August 31, 2025 and the FY 2026 grant agreement does not go into effect until signed by the City and TxDOT. Staff recommend approval of this annual grant agreement.

ATTACHMENTS:

1. TxDot RAMP Grant Agreement
2. Program Description and Eligibility Guidance

RECOMMENDATION:

Approve the Routine Airport Maintenance Program Grant Agreement No. M2617BREN with TxDOT for FY 2026 and authorize the Mayor to sign the necessary documentation.

TEXAS DEPARTMENT OF TRANSPORTATION
REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2617BREN

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The scope of service for this project is for **airport maintenance** at the BRENHAM - BRENHAM MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible maintenance activities defined as airport maintenance and as stated in Part III of this RAMP Grant Agreement. Operational and/or operating expenses—defined herein as recurring costs necessary for the routine functioning of an airport, including but not limited to groundskeeping (e.g., mowing), utilities, insurance premiums, personnel compensation, and fuel—are categorically excluded from reimbursement eligibility under the RAMP program

The sole exception to this exclusion pertains to Airport Operations Counting Systems, which are expressly permitted under current funding guidelines and must be documented accordingly.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement airport maintenance operations and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be \$111,111.11 (Amount A).

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of \$100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

The Sponsor's share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, August 31, 2026.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. The State will not participate in funding for force account work conducted by the Sponsor.
4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.
5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.
3. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.
- C. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in this Reimbursable Grant Agreement;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Reimbursable Grant Agreement, and are fully and accurately reflected in reports submitted to the State.
- CI. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and
 - b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

- d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - l. mowing services shall not qualify for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall bear full responsibility for all costs associated with mowing services; and
 - m. operating expenses, which are defined as ongoing costs incurred by a business to sustain its daily operations, including but not limited to rent, utilities, and salaries, shall not be eligible for state financial assistance under this Reimbursable Grant Agreement. The Sponsor shall assume full responsibility for all operating costs; and
 - n. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State of and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.
2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.
 - a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.
4. If additional funds are required after the work is complete to fund the Sponsor's share, the State shall request funds from Sponsor at the financial closure of the project.
5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.
3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____ day of _____, 20____.

The City of Brenham, Texas

(Sponsor)

(Sponsor Signature)

(Sponsor Title)

(Date)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

(Signature)

(Typed Name)

(Title)

(Date)

Certification of State Single Audit Requirements

I, _____ do certify that the City of Brenham will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the City of Brenham spends or receives more than the threshold amount in
any grant funding sources during the most recently audited fiscal year. And in following those
requirements, the City of Brenham will submit the report to the audit division of the Texas Department
of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please
submit a letter indicating that your entity is not required to have a State Single Audit performed for the
most recent audited fiscal year.

City of Brenham

(Sponsor)

(Sponsor Signature)

(Sponsor Title)

(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M26 M2617BREN

The City of Brenham ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

The City of Brenham, Texas

(Sponsor)

(Sponsor Signature)

(Sponsor Title)

(Date)

Designated Representative

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

Routine Airport Maintenance Program (RAMP)

RAMP: FY2026

- As always, airside improvements and maintenance are the priority. Airside needs must be met before requesting assistance with landside maintenance and improvements.
- State funding is available up to \$100,000 per airport for the current fiscal year. The local government match is 10% of actual costs plus any costs exceeding \$100,000.
- The RAMP program encompasses "lower cost" airside and landside airport improvements that require approval and guidance from TxDOT Aviation before the project begins. These improvements can extend beyond maintenance and may include new or additional work. Examples include constructing airport entrance roads, paving airport public parking lots, installing security fencing, and replacing rotating beacons. TxDOT will determine the eligibility of specific items. Airside improvements take priority before requesting assistance with landside maintenance and improvements.
- Sponsors are permitted to issue their own contracts for the scope of services, or TxDOT districts may perform services within their capabilities. TxDOT will not participate in contracts for any ineligible scope items or for costs that are unreasonable for the type of service. Sponsor force account work is not eligible, but the purchase of materials for construction with sponsor labor is eligible.
- Sponsors can also contract with the TxDOT Workforce through their RAMP Grant Agreement to have TxDOT perform certain work such as fog/pavement seal and herbicide spraying. The sponsor's 10% match is required prior to work being performed. Contact your RAMP Coordinator for more information.
- A RAMP grant must be executed each state fiscal year before any work is performed. There is no formal application process; the RAMP is available in eGrants for execution at the beginning of each fiscal year.
- Work outlined in the Scope of Services of the grant must be performed during the state fiscal year (September 1st – August 31st). Additionally, any work conducted prior to the grant executed date is also ineligible.

Eligible Items and Services

Item and service eligibility can be broken down into four categories:

- [Eligible Airside Maintenance Needs](#)
- [Eligible After Airside Maintenance Needs are Met](#)
- [Eligible Small Capital Improvement Projects](#)
- [Ineligible](#)

The following offers guidance on eligibility within these categories. **While we strive to provide comprehensive information, this list is not exhaustive.** Please feel free to reach out if you have any questions or concerns.

For more information, contact the TxDOT Aviation Division at

1-800-687-4568 (68-PILOT) or by email at AVN_TxDOT_Aviation_Grants@txdot.gov

You can also visit us at <http://www.txdot.gov/inside-txdot/division/aviation/airport-grants.html>

Eligible

Airside Maintenance Needs

- Pavement crack sealing/Pavement Slurry Seal/Fog Seal/Rejuvenator
- Pavement markings
- Drainage maintenance
- Sweeping
- Tree trimming and obstacle clearing for safety issues such as runway obstruction.
- Herbicide on airside pavement
- Replacement bulbs/lamps for airside lighting fixtures and approach aids
- Repair and maintenance for beacon, lighting, approach, and navigational aids.
- Eligible air traffic and operations equipment, installation, and subscription costs for airport tracking (1200.aero, Virtower, et cetera)
- Parts replacement for Automated Weather Observation System (AWOS) not covered under warranty.

After Airside Maintenance Needs Are Met

- Seal coats/chip seal/crack seal for non-airside pavement
- Sponsor owned hangar/terminal building painting and repairs
- Hangar/terminal purchase
- Security camera systems excluding monitoring fees
- Game proof or security fencing and gates, electric gate openers
 - Game proof and security fencing must be of a reasonable height to protect airport perimeter and discourage trespassers (typically 8 foot or higher)
- Access roads for AWOS installations/AWOS NADIN interface monthly charge
- Airport entrance signs
- Repairs/maintenance to airport owned fuel systems/fuel farms, including replacement of tanks
- Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans, and maintenance/update of these plans
- Airfield FOD sweeper
- HVAC repairs in terminal building and/or control tower
- QT Pod/AWOS agreement renewals

Small Capital Improvement Projects

- Design and construct new concrete/asphalt public auto parking areas.
- Design, construct, and repairs to the Hangar Access Taxiway (HAT)
- Design and construct new entrance roads and hangar access roads.
- Design and construction of aircraft wash racks as indicated by SWPPP.
- Design and construct expansion of apron areas or new apron areas.
- Design and construct runway lighting system extensions.
- Design and construct drainage improvements.
- Pilot lounge/small general aviation terminal buildings
- Beacon/tower replacements
- Preparation of FAA form 7460-1 "Notice of Proposed Construction or Alteration" for RAMP projects

Guidance and Pre-Approval from TxDOT Aviation is Required Prior to Work/Purchases related to small capital improvement projects: Submit the Small Capital Improvement Project Approval Request Form to your planner to start the approval process.

Ineligible

- Purchase of a courtesy vehicle and/or maintenance/repairs to any vehicle or equipment including (but not limited to):
 - Tractors
 - Mowers
 - Airport Rescue Fire Fighting vehicles (ARFF)
- Purchase of capital equipment/capital expenditures including (but not limited to):
 - Aircraft dolly
 - Lawn mower
 - Sound canons
 - Golf carts
 - Snow/ice removal equipment
 - Furniture
 - Striping machines
 - Window ac units
 - Mobile generators
 - Power washers
- Routine operating expenditures including (but not limited to):
 - Carpet cleaning
 - Monthly utility bills
 - Tree trimming and landscaping services for beautification
 - Mowing
 - Trash collection and recycling services
 - Wheeled fire extinguishers
 - Pest control and pesticides
 - Bidding and advertising
 - Oil storage tanks
 - Furniture purchases
 - Tools
 - Office equipment and electronics (computers, monitors, etc.)
- Part 139, and other airport regulatory software implementation and subscription costs
- Airport Layout Plan (ALP)
- Force Account work by sponsor
- In-vehicle aviation radio
- FAA Flight Checks
- Any work related to damage that is part of an insurance claim process.
- Consumables including (but not limited to):
 - Batteries (except for AWOS)
 - Air and water filters
 - Tools
 - Interior light bulbs
 - Cleaning supplies
 - Replacement monitors/computer equipment for office operations
- **Work performed or purchases made prior to the grant being fully executed.**
 - A grant is considered fully executed when signed by all parties.
 - The date of the last signature is considered the execution date.

Reminder

We are here to help; our goal is to assist municipalities in maintaining and preserving their airfield and airport facilities. Airside maintenance and improvements should always take precedence before seeking assistance with landside maintenance and improvements. Remember the items and services mentioned above are not exhaustive so if you have any questions about item eligibility, please feel free to reach out and contact your planner or RAMP coordinator at **1-800-687-4568 (68-PILOT)** or by email at AVN_TxDOT_Aviation_Grants@txdot.gov





City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: **Discuss and Possibly Act Upon A Contract Between the City of Brenham and DBT Transportation Services, LLC Related to the Support and Maintenance of the Automated Weather Observation System (AWOS) Located at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: September 18, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

In September 2017, City Council authorized a three-year agreement with DBT Transportation Services, LLC for the AWOS maintenance and support services at an annual cost of \$5,966.00. The annual maintenance cost remained the same since 2014.

Additionally, on September 17, 2020, City Council authorized an agreement with DBT Transportation Services, LLC for the AWOS maintenance and support services for an additional five years at a rate of \$5,966.00.

On September 3, 2025, DBT Transportation Services, LLC contacted the City of Brenham to renew AWOS maintenance and support services. The proposed renewal rate for AWOS maintenance and support services is \$6,144.00 for the next five years, a difference of \$178.00 per year or a total of \$890.00 over the next five years.

DBT has provided excellent service and response time in the past and we anticipate this excellent service to continue. This annual expense is eligible for 90% reimbursement under the TxDOT RAMP grant. As an AWOS owner, we are obligated to operate and maintain the system according to FAA AC No. 150/5220-16D. DBT has been very quick to respond to any issues that we have had in the past; therefore, staff requests approval of this five (5) year agreement.

ATTACHMENTS:

1. DBT Transportation Aviation Services Order Summary
2. Agreement for Aviation Support and Maintenance Services
3. AWOS and Navaid SOW
4. Data Services SOW

RECOMMENDATION:

Approve a contract between the City of Brenham and DBT Transportation Services, LLC related to the support and maintenance of the automated weather observation system (AWOS) located at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	Serviced Customer Location:
Name: City of Brenham Street: PO Box 1059 City: Brenham State: TX Zip: 77834 Contact Name: Megan Mainer Contact Email: mmainer@cityofbrenham.org Contact Phone: 979.337.7576 Invoice Email: mmainer@cityofbrenham.org	Name: Brenham Municipal Airport - 11R Street: 3001 Aviation Way City: Brenham State: TX Zip: 77833 Contact Name: David Kappelmann Contact Email: dkappelmann@cityofbrenham.org Contact Phone: 979-337-7245

The Effective Date of this Agreement starts on 10/1/25.

The Term of this Agreement shall be for a period of 5 year(s) from Effective Date.

SERVICES	
☒ Periodic/ Pre-Season Maintenance	
☒ Equipment Restoration	3
☒ Data Services – NADIN	Modem
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☒	DBT VC/VD ACU	IIIPT	Tri Annual	11/24/25
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Select v	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 6,144.00	Annually
Pricing Year Two	\$ 6,144.00	Annually
Pricing Year Three	\$ 6,144.00	Annually
Pricing Year Four	\$ 6,144.00	Annually
Pricing Year Five	\$ 6,144.00	Annually
Contract Total	\$ 30,720.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- ☐ Airfield Lighting Statement of Work
- ☒ AWOS & Navaid Statement of Work
- ☒ Data Services Statement of Work
- ☒ DBT Terms and Conditions
- ☐ RWIS Maintenance Statement of Work
- ☐ Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: *Nick J Haines*
ENG

Title: Chief Executive Officer

Date: 9/9/25

Contracted Party

By:

Title:

Date:

Attachment 1
DBT Transportation Services LLC
Agreement for Aviation Support and Maintenance Services Terms and Conditions
Modified for the City of Brenham, Texas

1. PURPOSE/SERVICES:

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by either party, without cause and at any time, upon ninety (90) days written notice to the other party. Customer shall not be obligated to pay for any Services rendered after the effective date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable. Notwithstanding the foregoing, if Customer terminates this Agreement pursuant to this Section 4.1, Customer shall remain obligated to pay DBT for all Services performed and any goods, deliverables, or materials delivered to Customer up to the effective date of termination.

4.2 In the event of a material breach by a party, the non-breaching shall notify, in writing, the other party of such material breach. The party in breach shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach. In the event the breach is cured, the Agreement shall not terminate. However, if the breach is not so cured, the non-breaching party may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by a party, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party, to the extent allowed by applicable law, and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination. Customer shall promptly pay such invoiced amount net thirty (30) days from the invoice date.

5. WARRANTIES:

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein to the extent of Customer's negligence or misconduct.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited the higher of (i) the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim or (ii) USD 500,000.00 (Five Hundred Thousand US dollars), provided, however, that the foregoing limitation shall not apply to: (a) any damages, claims, or equitable relief arising from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9; (b) DBT's fraud, willful misconduct, or gross negligence; (c) death, bodily injury, or tangible personal property damage to the extent caused by DBT; or (d) any liability that cannot be limited or excluded as a matter of applicable law. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THE THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Deleted.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT to the extent of Customer's (or anyone acting on behalf of Customer) negligence, willful or intentional acts in connection with the foregoing claims of property damages, or death or personal injury. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement without prejudice to any applicable statutory or other legal statutes of limitations under applicable law. Customer agrees to notify DBT within ten (10) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.

6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 DBT and Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of the other party, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. To the extent allowed by applicable law, the receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of Texas, notwithstanding the applicability of conflicts of laws principles. Exclusive venue for any claim, dispute, lawsuit or other legal proceeding arising out of or involving this Agreement shall be in a court of competent jurisdiction in Washington County, Texas.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

10.9 The obligation of Customer to make payments to DBT pursuant to this Agreement is subject to appropriation by the Customer of funds that are lawfully available to be applied for such purchase. If the Customer fails to make such an appropriation prior to Customer's fiscal year, the Customer may terminate this agreement. The Customer may terminate this agreement by providing written notice of such termination to DBT not less than ten (10) days prior to the first day of any fiscal year of the Customer during which Customer payments are scheduled under this Agreement. Upon any such termination of this Agreement, all of Customer's obligations under this Agreement shall terminate effective on the last day of the last fiscal period of Customer for which such an appropriation and payment was made.

10.10 DBT 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. DBT further certifies and verifies that neither DBT, nor any affiliate, subsidiary, or parent company of DBT, if any, the "DBT Companies", boycotts Israel, and DBT agrees that DBT and DBT 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 harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

10.11 Pursuant to Texas Government Code Chapter 2252, Subchapter F, DBT 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.

10.12 Texas Government Code Chapter 2274 prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. DBT certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of this Agreement.

10.13 Texas Government Code Section 2276.002 prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. DBT certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

AWOS and Navaid Maintenance Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and current version of AC 150/5220-16 as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services may diagnosis the issue remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Customer Responsibilities

2.1 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.

2.2 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.

2.3 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.4 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT Transportation Services.

3.5 Customer is responsible for providing any insurance Customer may desire to cover any such loss or damage due to Acts of God, disaster, lightning strike or accident involving the equipment.

3.6 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.7 Customer shall be responsible for maintaining the grounds and keeping the vegetation low around the system to prevent interference with the sensing equipment.

3.8 Customer shall be responsible for the purchase of all replacement components for AWOS equipment.

3.9 Customer is responsible for checking power to the equipment before reporting any outage.

3.10 Customer is responsible for cleaning the lenses and keeping the lens surfaces clear of contaminate on a monthly basis. Cleaning should follow maintenance procedure of the equipment manufacture.



Data Service Statement of Work

AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System (“AWOS”) data to the Federal Aviation Administration’s (FAA) Weather Message Switching Center Replacement (“WMSCR”) System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.



City Council Regular Meeting
AGENDA ITEM 14

Agenda Item: **Section 551.072, Texas Government Code — Real Property- Discussion Related to a Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N. Baylor Street in Brenham, Washington County, Texas.**

Meeting Date: September 18, 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 Council Regular Meeting
AGENDA ITEM 15

Agenda Item: **Section 551.071 Texas Government Code - Consultation with City Attorney Concerning Petition Received from Property Owner Ronan Smith Requesting that 22.08 Acres of Land be Released from the City of Brenham's Extraterritorial Jurisdiction (ETJ)**

Meeting Date: September 18, 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 Council Regular Meeting
AGENDA ITEM 16

Agenda Item: Discuss and Possibly Act Upon Petition Received from Ronan Smith Requesting that 22.08 Acres of Land be Released from the City of Brenham's Extraterritorial Jurisdiction (ETJ) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 18, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

As discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

As discussed in Executive Session.