



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 13, 2025 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - City Manager Carolyn Miller**
- 3. Special Introduction — Brenham Police Officer NaVone Gurley**
- 4. Special Recognitions:**
 - Brenham Animal Services - Designation as a No-Kill Shelter by Best Friends Animal Society**
 - Development Services - 2025 Richard R. Lillie, FAICP Planning Excellence Program Award**
- 5. Special Presentation by the City of Brenham Community Services Grant Recipient, Mt. Olive Church**
- 6. Citizen Comments**

CONSENT AGENDA

7. Statutory Consent Agenda

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

- 7.a. Approve the Minutes from the October 2, 2025 and October 16, 2025 Regular City Council Meetings**
- 7.b. Approve the City of Brenham 2026 City Holiday Calendar and Authorize the Mayor to Execute any Necessary Documentation**
- 7.c. Approve a Service Agreement Between the City of Brenham and J&A Roofing, in the Amount of \$80,080.00, Related to the Barnhill Center Roof Repair and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve an Addendum to and Modification of the Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N.**

Baylor Street, in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation

- 7.e. Approve the Ratification of the Use of Seizure Funds by the City of Brenham Police Department for Interstate Prisoner Extradition by Lone Star Prisoner Transport, Inc., in the Amount of \$2,500.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.f. Approve the Purchase of a 2025 Smooth Drum VIB Compactor for the City of Brenham Street Department from Mustang CAT Through Sourcewell Purchasing Cooperative Contract No. 011723-CAT, In the Amount of \$142,965.00, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.g. Approve Resolution No. R-25-031 Authorizing the Execution of an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2025 Downtown Christmas Stroll and Lighted Parade to Be Held on December 6, 2025**
- 7.h. Approve a Multi-Year Subscription Agreement Between the City of Brenham and Progress Software Corporation Related to Network Monitoring Software, In the Amount of \$11,776.44 and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 8. Discussion and Presentation on the City of Brenham's Life Safety Grant Program for Downtown Property Owners**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon Resolution No. R-25-032 Providing for the Approval of the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas**
- 10. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Advocate and Promote Tourism Programs and Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon Resolution No. R-25-033 Assuring the City of Brenham's Compliance with Title II of the 1990 Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973**
- 12. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and IMS Infrastructure Management Services for 2026 Pavement Data Collection and Analysis Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 13. Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or

sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

14. **Section 551.071 Texas Government Code - Consultation with City Attorney Concerning Petition Received from Property Owner Carterbug Holdings, LLC Requesting that 22.08 Acres of Land be Released from the City of Brenham's Extraterritorial Jurisdiction (ETJ)**
15. **Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**

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, November 13, 2025, was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Thursday, November 6, 2025, at 2:00 P.M.

Jeana Bellinger, TRMC, CMC
City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested seventy-two (72) hours before the meeting) by calling (979) 337-7567 for assistance.

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

Signature

Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, October 2, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bisette, Director of Gas and Utilities Shawn Bolenbarr, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Director of Water and Wastewater Jerry Saldivar, Director of Gas Utilities Shawn Bolenbarr, Katharine Briscoe, Gabriela Trejo, Lauren Schultz, Jared Beckendorf, Jason Lange, Marisol Urbina, Josh Daniels, Melinda Gordon, Kyle Branham, Tammy Murphy, David Cella, Steven Loving, Steven Eilert, Terrence Johnson, Eduardo Ortega, Casey Redman, Kelsey Toy, Christine Simich, and Nancy Joiner

Citizens/Others Present:

Edwin Inestroza and John Powell

Media Present:

Joshua Blaschke, KWHI, and Jason May, Brenham Banner Press

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**

3. Service Recognitions

- **Kevin Boggus, Communications and Public Relations - 15 Years**
- **Eduardo Ortega, Police Department - 20 Years**

4. Proclamations

- ◆ **Dyslexia Awareness**
- ◆ **Paint The Town Pink**
- ◆ **American Pharmacists Month**
- ◆ **Unplug Texas Day**
- ◆ **Fire Prevention Week**

5. Community Service Grant Recipient Presentation by Brenham Children's Chorus

6. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7.a. Approve the Minutes from the September 4, 2025 and September 18, 2025 Regular City Council Meetings**
- 7.b. Approve Resolution No. R 25-025 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors**
- 7.c. Approve the Purchase of a Digger Derrick Truck from Altec Industries, Inc., through Sourcewell Contract No. 110421-ALT, in the Amount of \$344,063.00, for the City of Brenham Electric Department and Authorize the Mayor to Execute Any Necessary Documentation**

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

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

REGULAR SESSION

8. Discuss and Possibly Act Upon Resolution No. R-25-026 Authorizing the Acceptance of Public Infrastructure Improvements in the Heritage Oaks, Phase 2 Subdivision

Stephanie Doland, Director of Development Services, presented this item. Doland explained that Heritage Oaks is a single-family residential subdivision located east of Cantey Street and south of Gun and Rod Road. The property is being developed by Arlen Thielemann of Thielemann Development Company, L.P. and was designed in two phases. Section 1 of the development includes 32 lots and the infrastructure was completed in 2019. Section 2 of the subdivision consists of an additional 15 single-family home lots and the associated infrastructure constructed by Collier Construction.

Doland advised that both Thielemann Development Company, LP and their contractor Collier Construction have completed the necessary infrastructure improvements including, water, sanitary sewer, storm water and street construction adjacent to the 15 lots. The infrastructure improvements have a total valuation of \$392,220 and have been constructed and inspected according to the City of Brenham ordinances and the infrastructure design manual.

A motion was made by Councilmember Cook and seconded by Councilmember LaRoche to approve Resolution No. R-25-026 authorizing the acceptance of public infrastructure improvements in the Heritage Oaks, Section 2 Subdivision.

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

9. Discuss and Possibly Act Upon Resolution No. R-25-027 Authorizing the Acceptance of Public Infrastructure Improvements in the Vintage Farms Subdivision Phase Six

Stephanie Doland, Director of Development Services, presented this item. The subject property is an approximate 24.872-acre tract of land generally located west of the intersection of Confederate Lane and Dixie Road and is platted as the Vintage Farms Phase Six Subdivision. Phase Six of the Vintage Farms Subdivision is the second phase of the 52.428-acre expansion of the Vintage Farms subdivision which was annexed into the City on November 19, 2020.

The Phase consists of 105 lots for single-family home construction, dedication of public roadway, and four (4) common areas for streetscaping, sidewalks, and community landscaping. Doland explained that the contractors, Texas KB Utilities and Legacy Concrete have completed the infrastructure improvements (water, sanitary sewer, streets, sidewalks and storm drainage). The improvements have a total valuation of \$1,544,252.23 and have been constructed and inspected according to the City of Brenham regulations.

A motion was made by Councilmember Soman and seconded by Councilmember Wright to approve Resolution No. R-25-027 authorizing the acceptance of public infrastructure improvements in the Vintage Farms Subdivision Phase Six.

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

10. Discuss and Possibly Act Upon Resolution No. R-25-028 Authorizing the Acceptance of Public Infrastructure Improvements in the Ebenezer Development Subdivision

Stephanie Doland, Director of Development Services, presented this item. Doland stated that Ebenezer Development is a townhome subdivision generally located south of State Highway 105 and on the northeast corner of Sabine Street and Clay Street. The property is owned by Edin and Martha Inestroza and was subdivided into 30-lots for the construction of townhomes. The civil plans for the project included the construction of a cul-de-sac public street tying onto Clay Street and the required

storm sewer improvements, including a detention pond. Additionally, the civil infrastructure for this project includes the extension of water, sewer, gas and electric all within the City of Brenham service territory.

Doland explained that Inestroza completed the required infrastructure improvements (water, sanitary sewer, streets, and storm drainage) and this infrastructure acceptance is inclusive of stormwater improvements. The public infrastructure improvements are valued at \$479,985.40 and have been constructed and inspected according to the City of Brenham policies.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve Resolution No. R-25-028 authorizing the acceptance of public infrastructure improvements in the Ebenezer Development Subdivision.

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

11. Discuss and Possibly Act Upon Resolution No. R-25-029 Authorizing the Acceptance of Public Improvements in the North Saeger Street Right-of-Way, Within the Wilkins Valley Phase 1 and Phase 2 Subdivision

Stephanie Doland, Director of Development Services, presented this item. Doland explained that Wilkins Valley is a single-family residential neighborhood, developed by Clayton and Kelli Collier, with homes constructed by DR Horton located northwest of the intersection of Jefferson Street and North Saeger Street. Phase 1 of the subdivision consists of 48 single-family home lots, local street dedication, common areas, two reserve tracts and the dedication of an additional 10-foot wide tract of land adjacent to the existing Saeger Street right-of-way. Phase 2 of the subdivision consists of 41 single-family home lots, dedication of local public roads, an additional common area, and a 10-foot dedication of right-of-way for the North Saeger Street roadway.

Doland stated that all required public infrastructure, including water, sanitary sewer, storm drainage, streets and sidewalks within the Wilkins Valley Subdivision. Phases 1 and 2 subdivision have been completed. Common areas developed with a detention pond, pavilion, sports court and walking trail shall be owned and maintained in perpetuity by the Homeowners Association. The public infrastructure improvements are valued at approximately \$2,389,419 have been designed, constructed and inspected according to the City of Brenham policies.

A motion was made by Councilmember LaRoche and seconded by Mayor Pro Tem Kolby to approve Resolution No. R-25-029 authorizing the acceptance of public improvements in the North Saeger Street right-of-way, within the Wilkins Valley Phase 1 and Phase 2 Subdivision.

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

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing for No Parking Zones in Certain Designated Areas Along S. Market St. in the City of Brenham

Dane Rau, Director of Public Works, presented this item. Rau stated that vehicles have been parking on the right of way in front of 1805 S. Market St (Champion Fellowship Church) and when this occurs it blocks the visibility of oncoming traffic. The City has spoken with Champion Fellowship and even though they try to prevent this by placing orange cones in this area, it still happens and causes an issue on Sundays or when there are large gatherings at the church.

Rau explained that Champion Fellowship is in support of the No Parking Zone and appreciates the City's help to control the parking in the right of way.

A motion was made by Councilmember Wright and seconded by Councilmember Soman to approve an Ordinance on its first reading providing for no parking zones in certain designated areas along S. Market St. in the City of Brenham.

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

13. Discuss and Possibly Act Upon the Purchase and Installation of Field Lighting at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation

Dane Rau, Director of Public Works, presented this item. Rau explained that during the 2025-26 BCDC budget process, the BCDC Board approved the replacement of old field lights at both Fink and Korthauer in Henderson Park and allocated \$275,000 toward the project.

Rau stated that staff met with two companies who have experience with field lighting and received similar quotes back; however, he would like to recommend Techline Sports Lighting for the project based on their experience and a 10-year warranty.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve the purchase and installation of field lighting at Henderson Park from Techline Sports Lighting, LLC, through BuyBoard Contract No. 677-22, in the amount of \$268,975.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

14. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Sanitary Sewer Services

William Bissette, General Manager of Public Utilities, presented this item. Bissette explained that in June 2025, the City hired NewGen Strategies & Solutions to research and analyze the City's wastewater rates. The study was needed to determine if current wastewater rates cover costs such as planning for large infrastructure projects and ensuring financial stability.

NewGen proposed an initial increase of 13.6%, followed by annual increases ranging from 2.7% to 4.8% through fiscal year 2030. These increases will take effect at the beginning of each fiscal year. This is the first of five planned annual increases for wastewater rates.

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending the Rate Tariff Schedules for the City of Brenham Sanitary Sewer Services.

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

15. Discuss and Possibly Act Upon Amendment No.1. to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Project No. 65C-57C and Project No. 64C-70C Related to the 2024 Water Main and Sanitary Sewer Replacements and Authorize the Mayor to Execute Any Necessary Documentation

Jared Beckendorf, Utility Project and Warehouse Manager, presented this item. Beckendorf stated that the City entered into a Professional Services Agreement with Strand Associates on June 11, 2024, for engineering services related to the FY 2024 Water Main and Sanitary Sewer Replacements for an amount not to exceed \$270,000.00.

This Amendment will add the preparation of easement documents to the scope of work. The cost for Strand to perform these additional services will not exceed \$3,000.00 and the service will be based on an hourly rate.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Amendment No.1. to the Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for Project No. 65C-57C and Project No. 64C-70C related to the 2024 Water Main and Sanitary Sewer Replacements, in an amount not to exceed \$3,000.00, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent:

16. Discuss and Possibly Act Upon the Ratification of a Purchase of a Bypass Pump by the City of Brenham Wastewater Construction Department for the Highway 105 Lift Station and Authorize the Mayor to Execute Any Necessary Documentation

Josh Daniels, Water & Wastewater Construction Superintendent, presented this item. Daniels explained that between August and September, the City experienced multiple pump failures at the Hwy 105 Lift Station, resulting in a health and safety hazard. The City is currently renting a Godwin portable bypass pump for \$2,200 per week to maintain wastewater levels in the Hwy 105 Lift Station wet well and remain in compliance with Texas Commission on Environmental Quality (TCEQ) standards.

Daniels stated that due to the urgency and ongoing need for emergency response equipment, the City Manager authorized the purchase of a portable bypass pump for a cost of \$89,668.00. This agenda item is to ratify the purchase of the portable pump.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve the ratification of a purchase of a bypass pump by the City of Brenham Wastewater Construction Department from Hahn Equipment Co., Inc. in the amount of \$89,668.00, for the Highway 105 Lift Station 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

17. Administrative/Elected Officials Report

City Manager Carolyn Miller updated the City Council on the following:

- Year end inventory was completed on September 30th - included over 37,000 items and \$2.8 value
- Clean Sweep at the Blue Bell Aquatics Center is October 5-12

- Barnhill Speaker Series and National Night Out are October 7th
- BISD Town Hall will be held at the Washington County Expo on October 9th
- Next City Council meeting will be on October 16th

City Council adjourned into Executive Session at 2:10 p.m.

EXECUTIVE SESSION

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

Executive Session adjourned at 2:48 p.m.

RE-OPEN REGULAR SESSION

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, October 16, 2025 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Police Chief Gary Boshears, Economic & Community Development Director Teresa Rosales, Kyle Branham, Gabriela Trejo, Lauren Schulze, Lt. Steven Eilert, Lt. Kelvin Raven, Jimmy Ha, Casey Redman, Stephen Draehn, Leigh Linden, Richard O'malley, Nancy Strafford, Jared Beckendorf

Citizens/Others Present:

Regina Grant-Richardson, Shawn Richardson, Lisa McNair, Stephen F. Whaley, Josh Peters

Media Present:

Joshua Blaschke, KWHI and Jason May, Banner Press

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Paul F. LaRoche, III**
- 3. Special Introductions**

- Corporal Susan Gibbs-School Resource Officer
- K9 Maki

4. **Special Presentation by the City of Brenham Community Services Grant Recipient, St. Peter's Episcopal Church**
5. **Special Presentation by the City of Brenham Community Services Grant Recipient, Hospice Brazos Valley**
6. **Citizen Comments**

Shawn and Regina-Grant Richardson addressed the City Council about an upcoming street reconstruction project. The Richardson's requested that the reconstruction of Booker Street be postponed until they could obtain a survey of their property to verify their property lines and the City's right-of-way.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7.a. **Approve Ordinance No. O-25-018 on Its Second Reading Providing for No Parking Zones in Certain Designated Areas Along S. Market St. in the City of Brenham**
- 7.b. **Approve Ordinance No. O-25-019 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Sanitary Sewer Services**
- 7.c. **Approve the Purchase of Seven (7) Chevrolet Tahoes for the City of Brenham Police Department from Lake Country Chevrolet, Through The Interlocal Purchasing System (TIPS) Contract No. 240901, in the Amount of \$407,891.75, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. **Approve the Purchase of One (1) International Dump Truck for the City of Brenham Street Department from Hermann International Through Sourcewell Purchasing Cooperative Contract No. 032824-NIV, in the Amount of \$118,250.00, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. **Approve the Purchase of One (1) Chevrolet Tahoe for the City of Brenham Fire Department from Lake Country Chevrolet Through The Interlocal Purchasing System (TIPS) Contract No. 240901, in the Amount of \$60,106.50 and Authorize the Mayor to Execute Any Necessary**

Documentation

- 7.f. Approve the Purchase of One (1) Mustang CAT Model 420XE Backhoe for the City of Brenham Street Department from Mustang CAT Through Sourcewell Purchasing Cooperative Contract No. 011723-CAT, in the Amount \$156,900.00 and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.g. Approve the Purchase of One (1) John Deere Model 7200A 3WD Mower for the City of Brenham Parks Department from United Ag and Turf Through Sourcewell Purchasing Cooperative Contract No. 112624-DAC, in the Amount of \$54,787.64 and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.h. Approve the Ratification of a Grant Payment to Washington County Healthy Living Association in the Amount of \$60,000.00 for the FY2025-2026 Community Services Grant Funding and Authorize the Mayor to Execute Any Necessary Documentation**

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

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

REGULAR SESSION

8. Discuss and Possibly Act Upon Resolution No. R-25-030 Related to the Appointment of Gabriela Trejo as Deputy City Secretary

Jeana Bellinger, City Secretary, presented this item. Bellinger explained that Gabriela joined the City Secretary's Office on September 5th as Deputy City Secretary; however, in accordance with City policy, the City Council must formally appoint her. Gabriela began working for the City in October 2024 as a Deputy Clerk in Municipal Court. Her work ethic, attention to detail, and positive attitude will make her a great asset to the City Secretary's Office.

A motion was made by Councilmember Wright and seconded by

Councilmember Saunders to approve Resolution No. R-25-030 related to the appointment of Gabriela Trejo as Deputy City Secretary.

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

9. Discuss and Possibly Act Upon Award of Bid Related to the City of Brenham's Surface Water Treatment Plant Rehabilitation and Expansion, Project No. 63C-21C, and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr explained that on September 23, 2025, the City opened bids for the Surface Water Treatment Plant Rehabilitation and Expansion project which consists of rehabilitating and expanding the existing City of Brenham Surface Water Treatment Plant located at 1105 South Austin Street.

Bolenbarr stated that there were a total of 2 bids received, with Dudley Construction, LLC. being the lowest bidder at \$26,970,000.00. The bid also included one deductive bid alternate that had a value of \$1,200,000 for the removal of tube settlers. Based on prior experience with Dudley Construction, LLC, staff recommends they be awarded the project.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award the bid related to the City of Brenham's Surface Water Treatment Plant Rehabilitation and Expansion, Project No. 63C-21C, to Dudley Construction, LLC in the amount of \$25,770,000.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

10. Discuss and Possibly Act Upon the Purchase of Two (2) Paco KP Horizontal Split Case Pumps for the City of Brenham Water Treatment Plant and Authorize the Mayor to Execute Any Necessary Documentation

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that the low-lift pumps at the water treatment plant have exceeded their expected service life and are in urgent need of rehabilitation or replacement. These pumps play a critical role in maintaining the required water flow throughout the treatment process. Saldivar stated that given the age of the equipment, the high cost of repairs, and the critical nature of these pumps, staff recommends replacing the existing pumps with two new pumps at a cost of \$55,813.14.

A motion was made by Councilmember Cook and seconded by Councilmember LaRoche to approve the purchase of two (2) Paco KP Horizontal Split Case Pumps for the City of Brenham Water Treatment Plant from Austin Armature Works, LP through BuyBoard Contract No. 770-25, in the amount of \$55,813.14, 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

11. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to the Highway 105 Force Main and Gravity Sewer Improvements, Project No. 65C-59C, and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr explained that the City wishes to enter into a Professional Service Agreement with Strand Associates, Inc. for engineering services related to the Highway 105 Main and Gravity Sewer Improvements. Bolenbarr stated that the scope of work in this agreement is to provide design, bidding-related, and construction-related services for upgrades to Highway 105 Force Main and Gravity Sewer and the cost will not exceed \$280,000.00.

A motion was made by Councilmember Soman and seconded by Councilmember Wright to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to the Highway 105 Force Main and Gravity Sewer Improvements, Project No. 65C-59C, in an amount not to exceed \$280,000.00, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

12. Discuss and Possibly Act Upon Award of Bid No. 25-008 Related to the Water Meter Replacement Project and Authorize the Mayor to Execute Any Necessary Documentation

Jared Beckendorf, Utility Project and Warehouse Manager, presented this item. Beckendorf explained that the City received 4,200 water meters from Sensus between 2011 and 2014. While City staff have already installed approximately 1,500 meters, due to staff constraints and the urgency to execute this project, the City opted to bid out this project. Beckendorf stated that the project consists of programming, documentation, removal of old warranty meters, and installation of new meters.

Beckendorf advised that on September 11, 2025, the opened bids for the Water Meter Replacement Project and there were a total of 12 bids received with Meter Matters being the lowest bidder at \$147,826.00.

A motion was made by Councilmember Saunders and seconded by Councilmember LaRoche to approve the award of Bid No. 25-008 related to the Water Meter Replacement Project to Meter Matters, in the amount of \$147,826.00, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

13. Discuss and Possibly Act Upon a Multi-Year Agreement for Third Party Data Integration from Axon Enterprise, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

Gary Boshears, Police Chief, presented this item. Boshears explained that this contract with Axon will include unlimited third-party data integration. This upgrade will enable the department to securely and efficiently integrate a wide range of external data sources—including CCTV footage and other public safety technologies—directly into the Axon cloud-system.

Boshears explained that the term of the agreement, forty-seven (47) months, has been adjusted to align with the existing Body-Worn Camera and Fleet Master Agreement, ensuring contract consistency across Axon services. This integration will enhance real-time situational awareness, streamline evidence management, and support cross-agency collaboration, all without per-source limitations or additional data volume costs; as well as support the department's ongoing efforts to modernize operations and improve public safety outcomes through advanced technology solutions.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve a multi-year agreement for third-party data integration from Axon Enterprise, Inc. in the amount of \$76,846.19 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

14. Administrative/Elected Officials Report

City Manager Carolyn Miller updated the City Council about the following items:

- Texas Arts and Music Festival, October 16-19
- Main Street Brenham is hosting a tour of downtown historic properties on October 17 at 11 a.m.
- Unplug Texas, October 21

- BISD 150 Year Celebration, October 22
- The City Council meetings in November will be the 13th and 20th

City Council adjourned into Executive Session at 2:06 p.m.

EXECUTIVE SESSION

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

Executive Session adjourned at 2:36 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 7.b

Agenda Item: Approve the City of Brenham 2026 City Holiday Calendar and Authorize the Mayor to Execute any Necessary Documentation

Meeting Date: November 13, 2025

Department: HR and Risk Management

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

SUMMARY STATEMENT:

The City of Brenham Holiday Calendar for 2026 is presented for approval by the Mayor and City Council. This calendar provides for 12 observed holidays, and 2 floating holidays for a total of 14 paid holidays provided to full-time employees.

ATTACHMENTS:

1. 2026 Holiday Calendar

RECOMMENDATION:

Approve the City of Brenham 2026 Holiday calendar and authorize the Mayor to execute any necessary documentation.



2026 City Holidays

Jan. 1 New Year's Day

Jan. 19 Martin Luther King Day

Apr. 3 Good Friday
OR

Apr. 5 Easter Sunday
(24-hour depts.)

May 25 Memorial Day

Jun. 19 Juneteenth Day

Independence Day
Observed

OR

Jul. 4 Independence Day
(24-hour depts.)

Sep. 7 Labor Day

Nov. 11 Veteran's Day

Nov. 26 Thanksgiving Day

Nov. 27 Day after Thanksgiving

Dec. 24 Christmas Eve

Dec. 25 Christmas Day

2 Floating Holidays - 8 hours each
* September 11th considered as
(1) 8-hour Floating Holiday for
Firefighters

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

S	M	T	W	T	F	S
1	2	3	4	8	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



City Council Regular Meeting **AGENDA ITEM 7.c**

Agenda Item: **Approve a Service Agreement Between the City of Brenham and J&A Roofing, in the Amount of \$80,080.00, Related to the Barnhill Center Roof Repair and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 13, 2025

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor
 Kyle Branham, Purchasing/Public Works Project Manager

SUMMARY STATEMENT:

The existing roof at The Barnhill Center was installed between 2004 to 2005 by Brenham Main Street Historical Preservation, Inc. as the first project completed toward facility restoration efforts. Over the years, the Maintenance Division has addressed numerous roof repairs and has determined that the current roof has exceeded its expected lifespan and requires full replacement.

With the passage of Senate Bill 1173, the sealed bidding threshold increased from \$50,000 to \$100,000. Under the previous threshold, all bonds and agreements would have been included in a formal Request for Proposal (RFP) packet.

On October 15, Kyle Branham, Purchasing and Public Works Project Manager, issued a Request for Quotes to seven roofing contractors and required contractors to include payment bonds in their proposal. Kyle also included a sample contract and certificates of insurance requirements. Contractors were asked to submit quotes, including required payment bonds, by the end of the day on October 21, 2025.

Two pricing options were requested: a Thermoplastic Polyolefin (TPO) roof overlay and a roof coating application, as detailed below.

Barnhill TPO Overlay System

- Load and stage all necessary materials, accounting for roof load considerations.
- Install 1" layer of Polyisocyanurate insulation over modified bitumen.
- Create drain sumps at internal drains using AA taper ISO.
- Install ½" primed Dens Deck coverboard, cross-laid to avoid seam alignment, and fasten per 120 mph wind rating.
- Install ¼" Dens Deck on parapet walls and equipment curb flashing.
- Fully adhere 60 mil TPO membrane (45 mil on walls and flashing).
- Heat weld seams and install T-patches, corners, and termination bars.
- Install walk pads between rooftop equipment.
- Provide 20-year manufacturer warranty.

Barnhill Coating Application

- Provide required safety equipment and PPE.
- Clean and prepare existing roof surface.
- Remove wet areas of existing roofing.
- Apply 1.5 inches of spray polyurethane foam (3.0 lbs PCF density, 45 PSI strength, R-25 rating).
- Seal all curbs and penetrations.
- Apply silicone roof coating basecoat/topcoat at 30 mils DFT and broadcast granules for durability.
- Provide a 20-year manufacturer's warranty.

Kyle sent a follow-up reminder to all bidders on Monday, October 20, confirming the submission deadline of October 21, 2025. Out of the seven roofing contractors contacted, five responded with quotes, which is reflected on the attached quote tabulation. Quotes range from \$328,202 to \$58,975 for TPO and coating roof systems. J&A Roofing provided the necessary qualified labor, required equipment, materials, and supervision to execute the scope of work.

Staff recommends proceeding with J&A Roofing for a TPO roof application to match the TPO roof system installed on Morris Hall. While there is a \$1,090.00 cost difference between the J&A Roofing and CR Systems Inc. quotes for a TPO roof, staff recommend engaging J&A Roofing as a local vendor, as J&A Roofing was a subcontractor for the TPO roof installation of Morris Hall in 2019, which will connect with the new roof.

ATTACHMENTS:

1. Quote Tabulation Forms
2. Contract for Services Barnhill Roof Repair
3. Insurance Requirements - Attachment A
4. JA roofing quote 2 Attachment B

RECOMMENDATION:

Approve a Service Agreement between the City of Brenham and J&A Roofing, in the amount of \$80,080.00, related to the Barnhill Center roof repairs and authorize the Mayor to execute any necessary documentation.



QUOTE TABULATION FORM

QUOTE DEADLINE DATE: Tuesday, 10-21-25 **QUOTE DEADLINE TIME:** 5PM

BID NAME/NO: The Barnhill Center Roof

BIDDERS					
COATING ROOF	CR Systems	J&A Roofing	Prime Source	Tremco Roofing	Roof Connect
Load and stage all necessary materials, accounting for roof load considerations. Install 1" layer of Polyisocyanurate insulation over modified bitumen. Create drain sumps at internal drains using AA taper ISO. Install 1/2" primed Dens Deck coverboard, cross-laid to avoid seam alignment, and fasten per 120 mph wind rating. Install 1/4" Dens Deck on parapet walls and equipment curb flashing. Fully adhere 60 mil TPO membrane (45 mil on walls and flashing). Heat weld seams and install T-patches, corners, and termination bars. Install walk pads between rooftop equipment. Provide 20-year manufacturer warranty.	\$86,144.00	\$58,975.00	X	\$80,791.00	\$93,300.00
Proposal/Bid Bond	\$1,722.00	INCLUDED	X	\$4,039.55	\$3,032.00
Total Cost	\$87,866.00	\$58,975.00	X	\$84,830.55	\$96,332.00



QUOTE TABULATION FORM

QUOTE DEADLINE DATE: Tuesday, 10-21-25 **QUOTE DEADLINE TIME:** 5PM

BID NAME/NO: The Barnhill Center Roof

BIDDERS				
TPO OVERLAY ROOF	CR Systems	J&A Roofing	Prime Source	Tremco Roofing
Load and stage all necessary materials, accounting for roof load considerations. Install 1" layer of Polyisocyanurate insulation over modified bitumen. Create drain sumps at internal drains using AA taper ISO. Install 1/2" primed Dens Deck coverboard, cross-laid to avoid seam alignment, and fasten per 120 mph wind rating. Install 1/4" Dens Deck on parapet walls and equipment curb flashing. Fully adhere 60 mil TPO membrane (45 mil on walls and flashing). Heat weld seams and install T-patches, corners, and termination bars. Install walk pads between rooftop equipment. Provide 20-year manufacturer warranty.	\$77,442.00	\$80,080.00	\$98,100.00	\$115,217.00
Roof Connect				\$320,163.00
Proposal/Bid Bond	\$1,548.00	INCLUDED	\$1,765.80	\$5,760.85
Total Cost	\$78,990.00	\$80,080.00	\$99,865.80	\$120,977.85
				\$8,039.00
				\$328,202.00

**SERVICE AGREEMENT FOR
BARNHILL CENTER ROOF REPAIR**

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This "SERVICE AGREEMENT FOR CITY OF BRENHAM BARNHILL ROOF REPAIR," hereinafter referred to as "Agreement," made and entered into this ____ day of _____ A.D., 2025, by and between **J&A ROOFING** a limited liability company of the County of Washington and the State of Texas, acting through, hereinafter referred to as "Contractor" and the **CITY OF BRENHAM**, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting through its Mayor or other duly authorized designee Texas, hereinafter referred to as "City."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City and Contractor hereby agrees to commence and complete performance of the work specified below:

The Contractor shall furnish all supervision, labor, materials, and equipment to perform the Barnhill Center Roof repair as follows (the "scope"):

- Roof load all necessary materials, spacing for weight load considerations.
- Install 1" layer of Polyisocyanurate insulation boards over modified bitumen.
- Create drain sumps at internal drains using AA taper ISO.
- Install ½" layer of primed Dens Deck coverboard, cross laid to avoid seam align
- Fasten with 5" HD fasteners/3" plates at 20 per sheet (120 mph wind rating)
- Install ¼" Dens Deck to parapet walls and equipment curb flashing.
- Fully adhere 60 ml TPO to Dens Deck; 45 ml TPO on all wall and eqpt flashing.
- Heat weld all horizontal and vertical seams.
- Install T-patches at all seam joints and cross connections
- Install inside/outside corner pieces and weld at all curbs and corners.
- Use existing metal/tile wall cap and fasten TPO below with termination bar.
- Install walk pads (glued center and edges welded) between equipment
- Provide 20-year warranty

In accordance with the conditions and prices stated in the Contractor's Quote and the Request for Quote ("RFQ") documents set forth in Attachment "B" attached hereto and incorporated herein for all pertinent purposes, and in accordance with this Agreement, and in accordance with the specifications, descriptions of work, and scope of work therefore (all collectively referred to herein as "the Contract Documents"), all of which are attached hereto and made a part hereof and collectively evidence and constitute the entire Agreement.

Contractor agrees to perform the work and City agrees to pay Contractor the total lump sum of eighty thousand, eighty dollars (\$80,080.00) for completed and accepted work as set forth and adjusted in accordance with the terms of this Agreement.

City and Contractor hereby agree to the following additional terms and conditions:

1. Prior to Performance of Work

- (a) *Examination of Contract and Site.* Contractor specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the Work and is thoroughly familiar with the nature and location of the Work, the confirmation of the ground and soil, the nature of any structures, the character quality, and quantity of the material to be utilized, the character of equipment and facilities for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the Work under this Agreement, having had the opportunity to conduct any and all additional inquiry, tests and investigation that Contractor deems necessary and proper.
- (b) *Continuing Obligation.* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. Contractor shall promptly report in writing to City's representative any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City's Representative before proceeding with any Work affected thereby. Contractor shall be liable to City for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which Contractor knew or reasonably should have known.
- (c) City will not be responsible for additional expenses incurred by Contractor to perform extra work necessitated by conditions which were discoverable by Contractor prior to beginning Work and which Contractor failed to include in its Proposal.

2. Construction Responsibilities

- (a) *Commencement and Completion Dates.* Contractor hereby agrees to commence work on or after the date established for the start of work as set forth in the notice to proceed and complete all work within the time stated in this Agreement. The notice to proceed shall be given to the Contractor in writing by the City. The work required by this Agreement shall be completed within the dates of TBD and Completion by TBD.
- (b) *Specifications.* Contractor shall perform the work described in the Contract Documents the Contract in a competent and efficient manner in accordance with the procedures, specifications and standards contained in the Contract Documents and all regulations, ordinances or specifications applicable to the Work, such specifications, standards, regulations and ordinances being expressly incorporated herein by reference and being made

a part of this Agreement as though written herein. In the performance of all Work, Contractor warrants and represents that it and its subcontractors shall comply with all applicable statutes, ordinances, rules and regulations, including but not limited to those administered by the U.S. Occupational Safety and Health Administration, the U.S. Environmental Protection Agency, the Texas Railroad Commission, and any Federal or State agencies exercising concurrent or similar jurisdiction; and Contractor shall indemnify and hold harmless City from any and all claims or demands of a penal nature or civil penalties which may arise from violation of such statutes, ordinances, rules and regulations by Contractor or any subcontractor employed by it. As required by the Texas Health & Safety Code, Title 9, Subtitle A, Chapter 756, Subchapter C, Contractor is required to comply with the trench safety standards of the Occupational Safety and Health Administration, 29 C.F.R. 1926, Subpart P, Excavations, in effect during the period of performance of the Work. Contractor agrees to comply with any special shoring requirements, if any, required for the Work. City agrees to furnish to Contractor a copy of any geotechnical information that was obtained by the City for use by the Contractor in the design of the trench safety system, if any.

- (c) *Unforeseen Conditions.* Contractor must notify City in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Agreement. If it is determined by City that such conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City's representative will determine whether or not an equitable adjustment in the price or time for performance will be made, taking into consideration Section 1 and other applicable provisions of this Agreement. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, the price and time period will not be adjusted.
- (d) *Protection of Lines.* Notwithstanding any other provision of this Agreement, Contractor is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. **Contractor shall indemnify or reimburse such expenses or costs (including fines that may be levied against City) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** City reserves the right to repair any damage Contractor causes to such utilities at Contractor's expense. If a public line and/or customer service line is damaged by Contractor, Contractor shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to City's representative.
- (e) *Good and Workmanlike Manner.* All work shall be performed in a good and workmanlike manner and to the satisfaction of the City or its representative. City shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications.
- (f) *Facilitate Inspection.* Contractor shall furnish City or City's representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the specifications applicable thereto. Any work done or materials used without suitable inspection by City may be ordered removed and replaced at Contractor's expense. Upon failure of the Contractor to allow for inspection, to test materials furnished, to satisfactorily

repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow any other request or order of City or City's representative, City shall notify the Contractor of such failure and may suspend inspections of such work until such failure is remedied. If such failure is not remedied to the satisfaction of City, City shall have no obligation under this Agreement to approve or accept the Work.

- (g) *Means and Methods of Construction.* Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents. City may reject any of the Work for which, in the judgment of the City, the Work was not performed in accordance with City specifications.
- (h) *Work Stoppage.* The City shall have the right to order the Work of the Contractor wholly or partially stopped:
 - (1) if any of the materials furnished or the work being done is not in strict accordance with this Agreement;
 - (2) until any objectionable person or material is removed from the premises; or
 - (3) if any portion of the work is being performed so as to create a hazardous condition.

Such stoppage or suspension shall neither invalidate any of Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

- (i) *Permits and Licenses.* The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.
- (j) *Royalties and Licensing Fees.* The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the project. It shall defend all suits or claims for infringement of any patent rights.
- (k) *Safety Precautions.* Safety precautions at each Work site are a part of the work techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the City Manager and the Chief of the Brenham Fire Department.
- (l) *Warn of Hazards.* The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

- (m) *Failure of Safety Devices.* The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.
- (n) **INDEMNITY FOR SAFETY FAILURE.** THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS THAT RELATE TO OR CONCERN THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT NO MATTER WHERE FAULT OR RESPONSIBILITY LIES. SUCH INDEMNITY SHALL INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES.

3. Insurance and Indemnification

- (a) *Insurance.* Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in Attachment "A" attached hereto, the provisions of which are expressly incorporated herein by reference.
- (b) **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY CHARACTER, NAME AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE OPERATIONS OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OF FAULT OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN PERFORMANCE OF THE WORK, INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY GROWING OUT OF SUCH INJURY OR DAMAGE. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

4. Acceptance and Payment

- (a) *Assurance of Payment.* Upon proper completion of the Work in accordance with this Agreement and the Contract Documents, City agrees to accept the Work and pay Contractor from available current funds in accordance with the terms and pricing set forth in the proposal and the Contract Documents.
- (b) *Retainage, Final Payments.* As security for the faithful completion of the Improvements, Contractor and City agree that City shall retain ten percent (10%) of the total dollar amount of the contract price until after final approval or acceptance of the Improvements by the City. City shall thereafter pay Contractor the retainage, only after Contractor has furnished to the City satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied
- (c) *Encumbrances.* Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on City property. If, after the completion of the Work, any claim, lien, charge or encumbrance is made, or found to exist, against City property, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.
- (d) *Payments to Contractor.*
 - (1) Contractor shall provide an invoice to the City within thirty (30) days after the City accepts the completed Work pursuant to this Contract. The City shall pay Contractor within thirty (30) days after receipt of the invoice, in accordance with Chapter 2251, Texas Government Code, following acceptance of the Work completed in accordance with this Contract.
 - (2) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the Contractor.
 - (3) Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.
 - (4) The City may withhold from any payment due the Contractor whatever is deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Agreement.
- (e) *Work Rejection.* All work deemed not in conformity with this Agreement as determined by City, in its sole discretion, may be subject to rejection by City. City may reject any work found or determined by it to be defective or not in accordance with this Agreement. City may reject said work or any portion thereof regardless of the stage of its completion or the time or

place of discovery of such errors. Further, City may reject said work regardless of whether City has previously accepted the Work through oversight or otherwise. Neither observations by City nor inspections, tests, certificates or approvals made by City shall relieve Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and related documents.

(f) *Remedial Work.* If the Work or any part thereof is rejected by City, it shall be deemed by City as not in conformity with the Agreement and related documents. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (1) Contractor may be required, at City's option, after notice from City, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
- (2) If City deems it expedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum shall be made by City at City's sole discretion.

(g) *Changes to work or price.*

- (1) No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon the written order from authorized personnel of the City. The City may make changes in the scope of work required to be performed by the Contractor under the Agreement without relieving or releasing the Contractor from any of its obligations under the Agreement or any guarantee given by it pursuant to the Agreement provisions, and without affecting the validity of any guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Agreement unless it is expressly provided otherwise.
- (2) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of performing the Work or supply additional labor, services or materials beyond that actually required for the execution of the Agreement, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (3) If applicable unit prices are contained in the Agreement, the City may order the Contractor to proceed with desired unit prices specified in the Agreement; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the Agreement by more than twenty-five percent (25%) or decrease the original total amount by than twenty-five percent (25%) without the consent of the Contractor.
- (4) Each change order shall include in its final form:
 - a. A detailed description of the change in the work.
 - b. The Contractor's proposal (if any) or a confirmed copy thereof.
 - c. A definite statement as to the resulting change in the contract price and/or time.
 - d. The statement that all work involved in the change shall be performed in accordance with Contract Documents and requirements except as modified by the change order.
 - e. The procedures as outlined in this section for a unit price contract also

apply in any lump sum contract.

(h) Claims for Extra Cost

- (1) If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the City stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.
- (2) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.
- (3) Any discrepancies which may be discovered between actual conditions and those represented by the drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the City.
- (4) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5. Warranties, Remedies and Damages

- (a) Defects Appearing After Acceptance.* Neither the final payment nor any acceptance nor any provision of this Agreement shall relieve Contractor of any responsibility for faulty workmanship or materials. At the option of City, Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom, which may appear after final acceptance of the work.
- (b) Warranty.* Upon final acceptance of the work by City, Contractor warrants for a period of one (1) year as follows:
 - (1) The Contractor warrants to the City that all materials provided to the City under this Agreement shall be new unless otherwise approved by the City and that all Work will be of a good quality, free from faults and defects, and in conformance with this Agreement and related Contract Documents.**
 - (2) All Work not conforming to these requirements, including but not limited to substitutions not properly approved and authorized, may be considered defective.**
 - (3) This warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by Contractor.**
- (c) Contractor to Correct.* If within one (1) year after the final acceptance of the Work by City or within such longer period as may be prescribed by law or the terms of any applicable special warranty, if any of the work is found or determined by City to be defective, including obvious defects and subsidence, or otherwise not in accordance with this Agreement, Contractor shall correct it promptly.

- (d) *Not Exclusive Remedy.* After receipt of written notice from City to begin corrective work, Contractor shall promptly begin the corrective work. The obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.
- (e) *City may Correct.* If within ten (10) days after City has notified Contractor of a defect, failure, or abnormality in the work, Contractor has not started to make the necessary corrections or adjustments, City is hereby authorized to make the corrections or adjustments, or to order the work done by a third party. The cost of the work shall be paid by Contractor.
- (f) *Contractor to Pay Costs.* The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects, shall be paid by the Contractor.
- (g) *Liquidated Damages.* The Contractor acknowledges and agrees that the time for the final completion of the work described herein is a reasonable time, taking into consideration all conditions and usual conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadline for final completion are fixed and agreed upon by the Contractor because of the impracticality and extreme difficulty in fixing and ascertaining actual damages that the City in such event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment and from final payment. If the Contractor should neglect, fail, or refuse to finally complete the work within the time specified in this Agreement, or any proper extension thereof granted by the City, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement, that City may withhold permanently from the Contractor's total compensation the sum of Two Hundred and Fifty Dollars (\$250.00) for each and every calendar day that the Contractor shall be in default after the time for finally completing the work, not as a penalty, but as liquidated damages for the breach of this Agreement.

6. Proposal, Performance, and Payment Bonds

- (a) Prior to execution of this Agreement, Contractor shall deliver to the City a Proposal Bond in favor of the City, unconditional and irrevocable, such delivered Proposal Bond being incorporated into this Agreement by reference as if fully stated herein. The Proposal Bond shall be in the amount of five percent (5%) of the lump sum amount of bid amount.
- (b) Contractor shall furnish a performance bond, as required by Texas Government Code, Chapter 2253, in an amount at least equal to the Contract Price as security for the faithful performance under the Contract Documents. The bond shall remain in effect until one (1) year after the date when final payment becomes due or until completion of the correction period specified herein, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents.
- (c) All bonds shall be in the form prescribed as set forth in Attachment "B" attached hereto and incorporated herein for all purposes, except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the

Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

- (d) If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located or it ceases to meet the requirements herein, Contractor shall promptly notify City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements herein.
- (e) Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- (f) The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. **IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES THE CITY INCURS AS A RESULT.**

7. Termination

- (a) *Termination for Cause.* Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:
 - (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
 - (2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or
 - (3) If the Contractor shall fail to prosecute the Work or any part thereof with diligence necessary to its progress and completion as prescribed by the time schedules; or
 - (4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or
 - (5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.
- (b) *Termination for Convenience.* The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

(c) *Payment on Termination For Convenience.* In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(d) *Right To Complete.*

[RESERVED]

(e) *Close Out.* After receipt of a notice of termination, whether for cause or convenience unless otherwise directed by City, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to City, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of City, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (6) Deliver to City, when directed by City, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City and transfer title to such property to City to the extent not already transferred; and/or
- (7) In the event of such termination, there shall be an equitable reduction of the fixed fee to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the non-terminated portion or taking closeout measures approved by the City.

(f) *Breach of Contract.* The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to terms, provisions and conditions of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate the Contractor's obligations under this Agreement.

(g) *Completion of Work.* Wherein the Contractor has abandoned the project or the City has terminated the Agreement for cause, then the City at its option may provide for completion of the Work in the following manner:

- (1) The City may employ such force of workers and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor.
 - (2) Should the cost to complete the work exceed this Agreement price and the Contractor fails to pay the amount due to the City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, City may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City may elect. City shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.
 - (3) In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.
- (h) *Damages.* Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law or equity, the City upon giving the Contractor five (5) days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:
- (1) If the Contractor shall fail to remedy any default after written notice thereof from City, as City shall direct; or
 - (2) If the Contractor shall fail for any reason, other than the failure by City, to make payments called upon when due; or
 - (3) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

8. General Provisions

- (a) *Agreement Controlling.* The provisions of this Agreement shall control over any conflicting provision of any contract between City and Contractor as to the performance of the Work.
- (b) *Venue.* The parties herein agree that this Agreement shall be enforceable in Washington County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Washington County, Texas.

- (c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- (d) *Independent Status.* It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City of Brenham, Texas, for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other. City shall not have supervision and control of Contractor or any employee of Contractor.
- (e) *Tax Exemption.* This Agreement is entered into by an organization which qualifies for exempt revisions pursuant to the Texas Tax Code, Sections 151.301, 151.307 and 151.309. The Contractor must divide the price for materials that will be incorporated into the capital improvement project and the price for skill and labor into separated contracts. Therefore, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate which shall enable the Contractor to buy the materials to be incorporated into the completed capital project and then resale the aforementioned materials for the City without paying the tax on the materials at the time of purchase.
- (f) *Amendment.* No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.
- (g) *Litigation Costs.* In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to attorney's fees, court costs and other litigation costs.
- (h) *Texas Law.* This Agreement has been made under and shall be governed by the laws of the State of Texas, without regard to any conflicts of law provisions.
- (i) *Authority to Enter Contract.* Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations or other legal entity.
- (j) *Waiver.* Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
- (k) *Headings.* The article and paragraph headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- (l) *Invalidity.* If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or

provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

- (m) *Written Notice.* Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.
- (n) *Entire Agreement.* It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.
- (o) *Required Certification and Verification.* “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Contractor hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of the Professional Services Agreement.

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor 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.

If this Agreement has a value of \$100,000 or more, and if Contractor has more than 10 full-time employees, Contractor’s signature herein below shall constitute written verification that the Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

If this Agreement has a value of \$100,000 or more, and if Contractor has more than 10 full-time employees, Contractor’s signature herein below shall constitute written verification that Contractor: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF BRENHAM, TEXAS:

ATTEST:

Hon. Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

CONTRACTOR:

ATTEST/WITNESS:

By:
Title:

By:
Title:

INSURANCE REQUIREMENTS FOR BIDS

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
- e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
- g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
 - a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
 - a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
 - a) Statutory
7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
 - a) The company is licensed and admitted to do business in the State of Texas.

- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Workers' Compensation Provisions
(State law requires the following language in contracts on public works projects).

DEFINITIONS:

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation,

providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects

ATTACHMENT "A"

the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 - 1. a certificate of coverage, prior to the person beginning work on the project; and
 - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.

September 12, 2019

Attachment B



ROOF PROPOSAL

City of Brenham
111 W Main St.
Brenham, TX 77833

20 October 2025

RE: Flat Roof (Barnhill Center)

Per my phone discussion Stephen and based on our site visit, we propose to provide the necessary qualified labor, required equipment, materials, and supervision to execute the following roof scope:

- *Remove loose debris from existing modified roof*
- *Cut out and remove raised sections of modified*
- *Mechanically fasten half inch fan fold insulation board*
- *Install 60 mil TPO roof membrane in strict accordance per manufacturer's specification*
- *Flash all roof penetrations*
- *Remove all trash associated with project*
- *Furnish 20 year total system warranty*
- *Includes payment bond*

Exclusion: Any/all items not specified in this proposal. Overtime/premium hours. Proposal not accepted in 30 days.

Total proposed amount:

\$80,080.00 (+applicable taxes)

Regards,

Jon Westerfeld

Jon Westerfeld
Cell 979-277-2471
Owner/J&A Roofing

Work approved by: _____

Date of Approval: _____



City Council Regular Meeting **AGENDA ITEM 7.d**

Agenda Item: **Approve an Addendum to and Modification of the Lease Agreement Between the City of Brenham and Washington County Related to Property Located at 301 N. Baylor Street, in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 13, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

In 2024, the City leased the 9-1-1 Communication building located at 301 N. Baylor Street to the County with rental rates of \$1,500.00 per month for 2024 and \$2,500.00 per month for 2025. The lease was for a two-year term with the County maintaining responsibility for all necessary repairs and replacements and the City maintaining responsibility for all structural and systems maintenance (electrical, plumbing, HVAC, etc...).

The Addendum extends the lease for another 2-years, expiring on December 31, 2027, and provides for monthly rent as follows:

- Rental rate of \$3,000 per month for the period of January 1, 2026 through December 31, 2027
- Rental rate of \$3,500 per month for the period of January 1, 2027 through December 31, 2028

ATTACHMENTS:

1. Addendum to 2024 Lease Agreement

RECOMMENDATION:

Approve an addendum to and modification of the Lease Agreement between the City of Brenham and Washington County related to property located at 301 N. Baylor Street, in Brenham, Washington County, Texas and authorize the Mayor to execute any necessary documentation.

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

ADDENDUM TO AND MODIFICATION OF:

**LEASE AGREEMENT BETWEEN THE CITY OF BRENHAM
AND WASHINGTON COUNTY**

This Addendum to and Modification of (“Addendum”) the “Lease Agreement Between the City of Brenham and Washington County” (the “Agreement”) for real property and improvements located at 301 N. Baylor Street, Brenham, Texas having an effective date of January 1, 2024 is made by and between the City of Brenham, Texas (“City”) and Washington County, Texas (“County”) in consideration of the mutual undertakings and obligations expressed herein and the Agreement, as an addendum to and modification of the Agreement executed between the parties.

SECTION I of the Agreement is modified to read as follows:

The term of this lease shall be for two (2) years commencing on January 1, 2026 and automatically terminating on December 31, 2027.

SECTION II of the Agreement is modified to read as follows:

For and in consideration of this lease, upon execution hereof by all parties, County shall pay rent to the City as follows:

- A. Three Thousand and No/100 Dollars (\$3,000.00) per month beginning January 1, 2026 through December 31, 2026.
- B. Three Thousand, Five Hundred and No/100 Dollars (\$3,500.00) per month beginning January 1, 2027 through December 31, 2027.

This Addendum shall prevail over any provision or term contained in the initial Agreement having an effective date of January 1, 2024, and any other agreement between the City and County, to the extent said instruments may be inconsistent with the terms of this Addendum.

This Addendum is agreed to and accepted by both parties to the Agreement, and shall be effective as of the 1st day of January, 2026.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 20____.

WASHINGTON COUNTY

CITY OF BRENHAM

By _____
John Durrenberger
County Judge

By _____
Atwood C. Kenjura
Mayor

ATTEST:

By _____
Nick Prenzler
County Clerk

By _____
Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 7.e

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

Meeting Date: November 13, 2025

Department: Police

Staff Contact: Steven Eilert, Police Lieutenant

SUMMARY STATEMENT:

The Brenham Police Department received notification of the apprehension of a person wanted in Brenham for a 2nd degree felony offense. The person was located in the state of South Carolina and a transport company was needed to extradite him back to Brenham for the pending criminal charges.

ATTACHMENTS:

1. Lone Star Invoice

RECOMMENDATION:

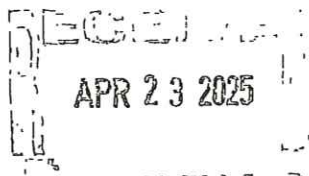
Approve the ratification of the use of seizure funds by the City of Brenham Police Department for the payment to Lone Star Prisoner Transport, Inc., for interstate extradition in the amount of \$2,500.00 and authorize the Mayor to execute any necessary documentation.

Lone Star Prisoner Transport Inc.

Attn: Tammie Hanes
PO Box 1872
Decatur, TX 76234
940-257-8523

TO:

Brenham Police Department
Attn: Inv Armando Guerra
1800 Longwood Dr
Brenham, TX 77833



INVOICE # TX25-25064

DATE 4/20/2025
DUE ON RECEIPT



COMMENTS OR SPECIAL INSTRUCTIONS:

Make all checks payable to Lone Star Prisoner Transport Inc.
If you have any questions concerning this invoice, contact Tammie Hanes at 940-257-8523

DESCRIPTION	MILES	UNIT PRICE	TOTAL
Transport from Berkely Co Jail, Moncks Corner SC By Lone Star Prisoner Transport Inc.			2,500.00
Pantaleon-Hernandez, Ismael 1			
Drugs			
SUBTOTAL			2,500.00
SALES TAX			.00
TOTAL DUE			2,500.00

THANK YOU!



City Council Regular Meeting **AGENDA ITEM 7.f**

Agenda Item: **Approve the Purchase of a 2025 Smooth Drum VIB Compactor for the City of Brenham Street Department from Mustang CAT Through Sourcewell Purchasing Cooperative Contract No. 011723-CAT, In the Amount of \$142,965.00, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 13, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

In the 2025-26 budget, Council approved certain capital purchases for General Fund departments to be paid for from 2025 Bond Proceeds. Included in the budget was \$163,200 for a compactor to replace an aging unit. Staff looked at several pieces of equipment, but with compactors, other units were not recognizable brands and service centers and parts were very difficult to come by. We received a Sourcewell quote from Mustang CAT and have had good luck with their equipment and units.

Our mechanics are very familiar with these units and so are our operators. We have had good luck with CAT equipment, price and service. The cost of the street compactor will be \$142,965 through Sourcewell and will replace an aging unit that is used during street reconstruction projects.

We would respectfully ask Council to award the purchase of the street compactor to Mustang CAT through Sourcewell Purchasing Cooperative Contract No. 011723 -CAT in the amount of \$142,965.

ATTACHMENTS:

1. Sourcewell Quote
2. Compactor Information and Pictures

RECOMMENDATION:

Approve the purchase of a 2025 Smooth Drum VIB Compactor for the City of Brenham Street Department from Mustang CAT through Sourcewell Purchasing Cooperative Contract No. 011723-CAT, in the amount of \$142,965.00, and authorize the Mayor to execute any necessary documentation.



Brian Smith
City of Brenham

JW25-1063A

October 24, 2025

598-8399	CS7 03A SMOOTH DRUM VIB COMPACTOR	CAT LIST \$190,883
	2025 YEAR MODEL-SERIAL #YG400448	
186-2340	TIRES, 14,9-24 BS 6PR	
304-2118	POD, STANDARD	
386-5323	OIL, HYD, STANDARD	
386-5390	CONTROL, BASIC	
386-5602	NO BLADE	
386-5603	SCRAPER, STEEL, FRONT	
449-6298	LIGHT, WARNING	
452-6686	LIGHTS, HALOGEN	
578-1643	SEAT BELT, 3"	
598-8402	ENGINE, CAT C3.6	
603-9171	FREQUENCY, FIXED	
604-6804	PLATFORM, ROPS/FOPS	
606-0491	SEAT, VINYL, DELUXE	
606-4869	PRODUCT LINK, CELLULAR PL243	
609-1667	INSTRUCTIONS, ANSI - ROPS	
620-1239	INSTRUCTIONS, ANSI	
645-1346	CAMERA, REAR VISION, STD	

Sourcewell Discount (19%)	(\$36,268)
Predelivery/Freight	\$2000
Additional Mustang Discount	(\$13,650)

Machine Sale Price	\$142,965
---------------------------	------------------

Warranty: -3 Year/5000 Hour Premier

AVAILABILITY-CURRENTLY ON THE BRYAN YARD

QUOTE GOOD FOR 60 DAYS-SOURCEWELL CONTRACT # 011723-CAT



Cat[®] CS7

Smooth Drum Vibratory Soil Compactor

The Cat[®] CS7 features a smooth drum and is ideally suited for granular soil applications or cohesive soil applications with the use of an optional padfoot shell kit.

Comfortable and Ergonomic Operator Station

- Features adjustable seat with integrated multifunction color LCD display and control console.
- The optional AM/FM radio has USB ports and Bluetooth[®] wireless technology enabled to connect your device and make hands-free calls.
- Low sound levels and vibration for greater operator comfort and productivity.

Safety at the Forefront

- Unobstructed view to the drum allows operator to see compaction path for proper overlap, verifying scraper efficiency, and watching for obstructions.
- A standard rear vision camera enhances visibility for more complete operator control and safety.
- High-visibility 3 inch (76 mm) seat belt makes it easier to visually confirm safe machine operation.
- Optional seat belt alert system allowing for coaching and monitoring of safe operation.

Exceptional Propel System

- Built around a dual pump propel system, two pumps provide separate dedicated flow to drum drive motor and rear axle motor for exceptional gradeability and traction in forward and reverse.

Virtually Maintenance Free

- Maintenance-free hitch bearings do not require greasing.
- Extended maintenance intervals for vibratory system and hydraulic system, providing more uptime and lower maintenance costs.

Powerful Cat C3.6 Engine

- Meets U.S. EPA Tier 4 Final and EU Stage V emissions standards.

Versatile Compaction Technologies

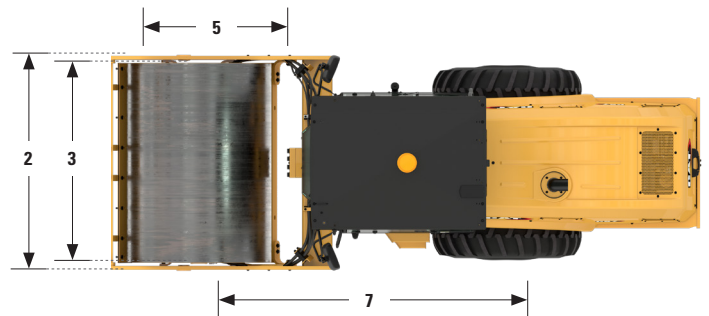
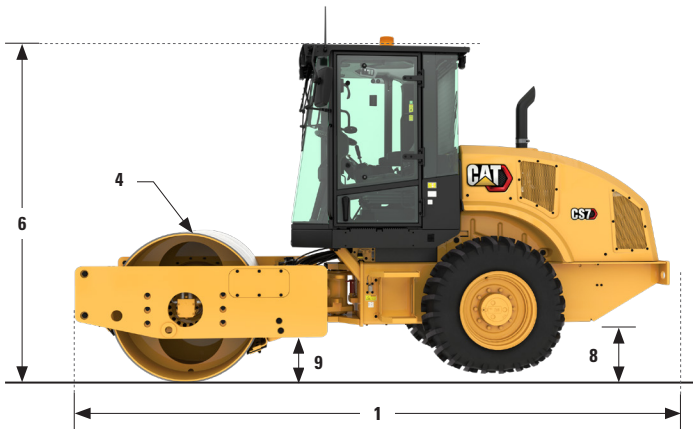
- Optional MicroVibe[™] compaction system offers ultra-low vibration ideal for working near high-sensitive areas or structures.
- Accelerometer-based (CMV) measurement technology available to help operator determine when compaction has been completed to specification for greater productivity and uniform compaction quality.

Cat® CS7 Smooth Drum Vibratory Soil Compactor

Technical Specifications

Dimensions			
1	Overall Length	5.1 m	16.7 ft
	Overall Length w/ optional Leveling Blade	5.6 m	18.4 ft
2	Overall Width	1.8 m	5.9 ft
	Overall Width w/ optional Leveling Blade	2.1 m	7.0 ft
3	Drum Width	1676 mm	66 in
4	Drum Shell Thickness	25 mm	1 in
5	Drum Diameter	1221 mm	48.1 in
6	Overall Height		
	w/ ROPS/FOPS Canopy	2.8 m	9.2 ft
	w/ ROPS/FOPS Cab	2.9 m	9.4 ft
7	Wheelbase	2.6 m	8.5 ft
8	Ground Clearance	391 mm	15.4 in
9	Curb Clearance	369 mm	14.5 in
10	Optional Leveling Blade Height	583 mm	23.0 in
	Inside Turning Radius	3.1 m	10.0 ft
	Hitch Articulation Angle	37°	
	Hitch Oscillation Angle	15°	

Optional Padfoot Shell Kit Specifications			
Number of Pads		98	
Pad Height, oval pads		88.9 mm	3.5 in
Pad Face Area, oval pads		63.6 cm ²	9.9 in ²
Pad Height, optional square pads		81.3 mm	3.2 in
Pad Face Area, optional square pads		95.5 cm ²	14.8 in ²
Number of Chevrons		14	





City Council Regular Meeting **AGENDA ITEM 7.g**

Agenda Item: **Approve Resolution No. R-25-031 Authorizing the Execution of an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2025 Downtown Christmas Stroll and Lighted Parade to Be Held on December 6, 2025**

Meeting Date: November 13, 2025

Department: Main Street

Staff Contact: Leigh Linden, Main Street Manager

SUMMARY STATEMENT:

The City of Brenham hosts the annual Christmas Stroll & Lighted Parade on the first Saturday in December. Main and Alamo Street (Business 290) will feature a lighted parade beginning at 6:00 pm. The City is requesting the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street in Brenham, Texas (Washington County) from 2:00 pm until 10:00 pm on Saturday, December 6, 2025. Closures more than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement.

ATTACHMENTS:

1. Resolution No. R-25-031
2. 2025 Traffic TEA30A
3. Exhibit C - Parade Detour Maps

RECOMMENDATION:

Approve Resolution No. R-25-031 authorizing the execution of an agreement between the City of Brenham and the Texas Department of Transportation for the temporary closure of the State Right-of-Way in connection with the 2025 Downtown Christmas Stroll and Lighted Parade to be held on December 6, 2025.

RESOLUTION NO. R-25-031

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2025 Downtown Brenham Christmas Stroll Lighted Parade, to be held on Saturday, December 6, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, the Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2025 Downtown Brenham Christmas Stroll Lighted Parade.

This Resolution is effective upon its adoption.

PASSED AND APPROVED this the 13th day of November, 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

STATE OF TEXAS §

COUNTY OF §

**WASHINGTON AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo & Main Streets (Business 290) in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo & Main Streets (Business 290) for the purpose of 2025 Downtown Christmas Stroll & Lighted Parade, from 12pm to 9pm as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 13 day of November, 2025, the Brenham City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Atwood Kenjura, Mayor	Texas Department of Transportation
City of Brenham	
P.O. Box 1059	
Brenham, Tx 77834-1059	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF Brenham

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director 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 heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The City of Brenham will hold its annual Christmas Stroll & Lighted Parade on Saturday, December 6th, 2025. Main Street and Alamo Street (Business 290) will be transformed into a festive winter wonderland with antique Invader Rides, and live entertainment. At 6 pm, the Lighted Christmas Parade will commence, featuring floats, tractors, marching bands, dancers, and animals.

Exhibit B

Agreement No. _____

Exhibit C

The City of Brenham will hold its annual Christmas Stroll & Lighted Parade on Saturday, December 6th, 2025. Main Street and Alamo Street (Business 290) will be transformed into a festive winter wonderland with antique Invader Rides, and live entertainment. At 6 pm, the Lighted Christmas Parade will commence, featuring floats, tractors, marching bands, dancers, and animals.



Christmas Parade Detour Map - 1:00 pm - 3:00 pm

1 inch = 171 feet





11 feet



City Council Regular Meeting **AGENDA ITEM 7.h**

Agenda Item: **Approve a Multi-Year Subscription Agreement Between the City of Brenham and Progress Software Corporation Related to Network Monitoring Software, In the Amount of \$11,776.44 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 13, 2025

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

Progress, the manufacturer of the City's Network Monitoring Software platform, offers a 3-year renewal, which saves approximately \$2,944.11 over the 3-year term. The cost to renew for 3 years is \$11,776.44. Three quotes were obtained, and the winning bid is direct from Progress.

ATTACHMENTS:

1. City of Brenham - 3 yrs - IPS-2025-276185

RECOMMENDATION:

Approve a multi-year Subscription Agreement between the City of Brenham and Progress Software Corporation related to network monitoring software, in the amount of \$11,776.44 and authorize the Mayor to execute any necessary documentation.



Quote Created: 14-Feb-2025
Quote valid until: 10-Nov-2025
CURRENCY: USD

MSRP QUOTE: IPS-2025-276185
Progress Contact: Anushree Mulimani
pramod.mj@progress.com

Company:

City of Brenham
Kevin Schmidt
200 West Vulcan Street
Brenham, Texas
USA
778333149
(979) 337-7288
kschmidt@cityofbrenham.org

Ship to:

City of Brenham
Kevin Schmidt
200 West Vulcan Street
Brenham, Texas
USA
778333149
(979) 337-7288
kschmidt@cityofbrenham.org

Bill to:

City of Brenham
Kevin Schmidt
PO Box 1059
Brenham, Texas
USA
77835-1059
(979) 337-7288
kschmidt@cityofbrenham.org

Part Number	Description	Qty	Support Exp Date	List Price	Ext. Price	Disc	Total
WUG Subscription - New							
NA-6ZAE-0000	WhatsUp Gold Subscription Business - Up to 1000 Devices Start Date: 14-May-2025	1	13-May-2028	\$29,441.10	\$29,441.10	60.00%	\$11,776.44
Total List:							\$29,441.10
Total Discount:							\$17,664.66
TOTAL:							\$11,776.44

REINSTATEMENT OF SUPPORT FOR LATE RENEWALS

Progress will apply the following reinstatement policy to support and maintenance renewals that are renewed after the current expiration date. If purchases are received more than 15 days after the expiration date (15 day grace period), the new support term will begin at the original date of expiration and be extended for the period of time from this date.

The following rules also apply to late renewals:

- A fee of \$330 per configuration for renewals that are 15 days to 3 months late
- A fee of \$660 per configuration for renewals that are 3 to 9 months late
- A fee of \$660 per configuration for renewals that are 9 months to 1 year late, plus an additional year of support and maintenance.

Billing Schedule: Invoice in full upon execution .

Prices quoted are exclusive of applicable sales tax.

IMPORTANT: If claiming tax exemption due to exempt or reseller status, please provide a sales tax exemption or reseller certificate for the state in which you are claiming the exemption and add your tax exempt number on your purchase order.



Quotation ID: IPS-2025-276185

Please address all questions and correspondence related to this quotation to the attention of: anushree.mulimani@progress.com

General Terms	
- Prices quoted herein are expressed in US Dollars (USD) - You must indicate below if a purchase order will be issued in connection with this purchase and provide the purchase order number if applicable - A credit card is required for certain purchases - Quote must be signed by someone authorized to purchase on behalf of the company	- Payment terms are: N30 - All orders with a value of \$100 or less must be prepaid - The amounts under this Quotation are non-cancellable and non-refundable for the duration of the full term stated herein

Wire Transfer

ABA/Transit #: 0115-0012-0
SwiftCode: CTZIUS33
Progress Software Corporation
Account #: 110784-473-5

Pay by Check

Progress Software Corporation
PO Box 84-5828
Boston, MA
02284-5828

To accept this offer for processing, please sign and return this Quotation (the "Quote") to the individual identified at the top of the Quote using the email address provided. By signing this Quote or by submitting a purchase order, you explicitly agree to the applicable Progress Agreement (as defined herein). Furthermore, you agree that this Quote and the applicable Progress Agreement(s) solely govern(s) your purchase and use of the Progress products and/or services; any purchase order or other document submitted or used in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect. The applicable "Progress Agreement" for software (whether provided as a hosted service or on-premise product) is the Progress End User License Agreement or Terms of Service accompanying the Progress products and/or services identified herein; and, unless the parties have mutually executed a separate professional services agreement or letter of engagement for professional services, the applicable "Progress Agreement" for any professional services identified herein (including installations, implementations, migrations, training, consultations, and other services) is the Professional Services Agreement available at: <https://www.progress.com/legal/license-agreements/professional-services-agreement> for the purposes of which this Quote shall be deemed a Statement of Work and all professional service fees quoted herein shall be deemed prepaid fees. Notwithstanding anything to the contrary in the applicable Progress Agreement, the term/subscription software license and/or maintenance and support provided under this Quote shall not automatically renew. Lists of active, retired, and deprecated product releases are posted on Progress' website. You may continue to use retired and deprecated releases of Progress' products on an "as is" basis if you have a valid license for those products. However, you acknowledge and agree that continuing to use a retired or deprecated product release when an active release is available presents a significant security risk due to the fact that retired and deprecated product releases are not actively updated. Therefore, retired and deprecated product releases may not be protected against discovered security vulnerabilities. Accordingly, your continued use of a retired or deprecated product release is solely at your own risk and Progress is not responsible for and expressly disclaims any loss, costs, or damages you directly or indirectly incur due to your use of retired or deprecated product releases including, but not limited to, if the issue that you encounter is addressed in an active product release. To the extent that you experience an issue with a retired or deprecated product release that is addressed in an active release, Progress' only responsibility to you is to direct you to update the product to an active release if you have an active maintenance and support term at such time.

Remit to:

PAYMENT OPTIONS and OFFER ACCEPTANCE

☐ A purchase order will be issued in connection with this purchase. Purchase Order Number:

☐ A purchase order will not be issued. Please Invoice. Purchase order not needed and payment will be issued off of invoice.

Print Full Name:

Bill To Address:

City, State, Zip/Postal Code:

Once signed, this document constitutes a legally binding agreement. To the extent you are entering into this agreement on behalf of a company, you warrant that you have the power and authority to bind that company. If you do not have authority to bind such company, you should not sign this agreement.

Signature:

Date:



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: **Discussion and Presentation on the City of Brenham's Life Safety Grant Program for Downtown Property Owners**

Meeting Date: November 13, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Please find the attached Memorandum with additional details, including the history of the proposed Life Safety Grant program, funding sources and program objectives. Also attached is the draft Downtown Life Safety Grant Program Application and corresponding Grant program requirements. A presentation will be given explaining the proposed grant program and to receive feedback. Following the work session, the grant program will be brought forward for consideration and action at a later meeting date.

ATTACHMENTS:

1. Workshop Memorandum Proposed Life Safety Grant
2. Brenham - Life Safety Grant Program - Draft 11.13.2025

RECOMMENDATION:

Work Session item for discussion only. No Action will be taken.



Memorandum of Proposed Life Safety Grant Program

To: Mayor Atwood Kenjura and Brenham City Council

CC: Carolyn Miller, City Manager
Megan Mainer, Assistant City Manager

From: Stephanie Doland, Director of Development Services

Date: November 4, 2025

Re: Proposed Life Safety Grant for Downtown Brenham

On September 19, 2019 the City of Brenham Adopted the Comprehensive Plan, *Historic Past Bold Future: Plan 2040* which was written by planning consultant Kendig Keast Collaborative (KKC). Plan 2040 includes a comprehensive look at the current state of the community and a 20-year outlook on the future direction, needs, and priorities of the community.

During the process of adopting Plan 2040, one of the primary pieces of citizen feedback received was the desire for additional investment and enhancement of Historic Downtown Brenham (Economic Activity - Strategic Action Priority - 10). During the creation of the Tax Increment Reinvestment Zone, an eligible project for use of TIRZ funds includes Downtown Health and Safety Improvements.

The TIRZ Board met on July 29, 2025 and unanimously approved funding of a proposed grant program for the upcoming Fiscal Year 2025-2026 in the amount of \$120,000 for Life Safety Improvements to private properties downtown. During the meeting the basic framework of the proposed Grant program was discussed, and the specifics of the Grant program were presented to the Main Street Board for review and feedback during their October meeting.

The proposed Life Safety Grant would provide financial assistance for construction of improvements to Downtown property necessitated by and in compliance with the Texas Accessibility Standards, International Fire Code and International Building Code. As an example, life safety improvements such as the installation of a fire sprinkler system, are often cost prohibitive expenses for building owners who desire to improve and occupy currently vacant second story buildings. Similarly, Downtown property owners who wish to change the uses of

their structure (i.e. from retail use to assembly occupancy) are required to follow Texas Accessibility Standards and provide ADA accessible entrances and restrooms. This proposed Life Safety Grant program will enable the repair and use of non-conforming buildings, encourage private investment in commercial uses and multi-family housing, and promote economic development and commercial activity in Downtown Brenham.

The Grant program as drafted will allow eligible projects to be reimbursed for up to 50% of the total estimated life safety improvements cost, up to \$60,000 per property, on a reimbursement basis. Matching grant monies would be disbursed upon the completion of improvements and following the inspection and approval of the work by the City of Brenham.

Attached for review and consideration please find the proposed Life Safety Grant program. The draft includes the proposed grant guidelines, eligibility requirements, application requirements, procedures for review and approval, and process for construction and reimbursement of life safety improvements costs. During the meeting the details of the proposed Grant program will be presented and open for discussion. Following direction from Council during the November 13, 2025 work session, the final draft of the Grant program will be presented for adoption at a subsequent Council meeting.

Should there be any questions, comments, or concerns, please contact me by phone at 979-337-7269 or by email at sdoland@cityofbrenham.org.

Downtown Life Safety Grant Program Application



Property Owner's Name

Telephone No.

E-Mail

Property Owner's Mailing Address

Agent's Name

Telephone No.

E-Mail

Agent's Mailing Address

Building Name and Address

Subdivision

Block

Lot(s)

Zoning of Property:

Current Use of Property:

Proposed Use of Property:

Life Safety Improvement #1:

Grant Request: \$

Cost Estimate No. 1 prepared by:

Total for Cost Estimate No. 1: \$

Cost Estimate No. 2 prepared by:

Total for Cost Estimate No. 2: \$

Please note that both Cost Estimates must be attached to this application.

Life Safety Improvement #2:

Grant Request: \$

Cost Estimate No. 1 prepared by:

Total for Cost Estimate No. 1: \$

Cost Estimate No. 2 prepared by:

Total for Cost Estimate No. 2: \$

Please note that both Cost Estimates must be attached to this application.

Life Safety Improvement #3:

Grant Request: \$

Cost Estimate No. 1 prepared by:

Total for Cost Estimate No. 1: \$

Cost Estimate No. 2 prepared by:

Total for Cost Estimate No. 2: \$

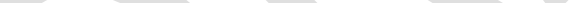
Please note that both Cost Estimates must be attached to this application.

Has this property received any other funding through the City of Brenham? _____

Source	Amount
---------------	---------------

Date Funds Awarded _____

Project description: Please provide a narrative of the life safety improvements project describing the work to be completed. Please attach additional pages if necessary.



Certification

I hereby certify that I am the owner of the above described property for the purpose of this application. I also understand it is necessary for me or my authorized agent to be present at any and all public hearings/meetings concerning this application. I understand that an incomplete application will not be considered complete or considered for grant funding until all required application materials have been submitted.

Property Owner's Signature

Property Owner's Printed Name

Property Owner's Mailing Address

Property Owner's Telephone

Agent Authorization

In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below to act as my agent for the application, processing, representation and/ or presentation of this request. The designated agent shall be the principle contact person with the City (and vice versa) in processing and responding to requirements, information, or issues relevant to this request.

Property Owner's Signature
Printed Name

Property Owner's

Agent's Signature

Agent's Printed Name

Agent's telephone number

Agent's Address

**CITY OF BRENHAM
LIFE SAFETY GRANT PROGRAM AGREEMENT**

This Agreement is by and between the CITY OF BRENHAM, a Texas Home Rule Municipal Corporation (hereinafter referred to as "CITY"), and _____, property owner of _____, located in Downtown Brenham. (herein after referred to as "Grant Recipient").

As part of the City's Downtown Life Safety Grant Program, both parties agree that this program aides downtown property and business owners in the rehabilitation and restoration of Downtown Brenham to encourage the elimination of conditions that could be injurious to public health, safety and welfare; to encourage private investment in commercial and multi-family housing that may otherwise be cost prohibitive; to stimulate redevelopment to increase sales tax revenues and property values; and to promote economic development and commercial activity in Downtown Brenham.

The Grant Recipient agrees and accepts funding from the City up to 50% of the cost of the approved Life Safety improvement(s), not to exceed \$ _____, to be paid on a reimbursement basis. The Grant Recipient agrees to comply with the requirements of the Downtown Life Safety Grant Program Requirements outlined in Exhibit "A." The Grant Recipient shall complete all work in the scope approved by the City of Brenham according to Exhibit "B."

By: _____ Date: _____

Printed Name: _____ Title: _____

CITY OF BRENHAM:

City Manager Date: _____

APPROVED AS TO FORM:

City Attorney Date: _____

ACCEPTED BY:

Development Services Director Date: _____

Exhibit “A”

I. DOWNTOWN LIFE SAFETY GRANT PROGRAM REQUIREMENTS

A. Goal:

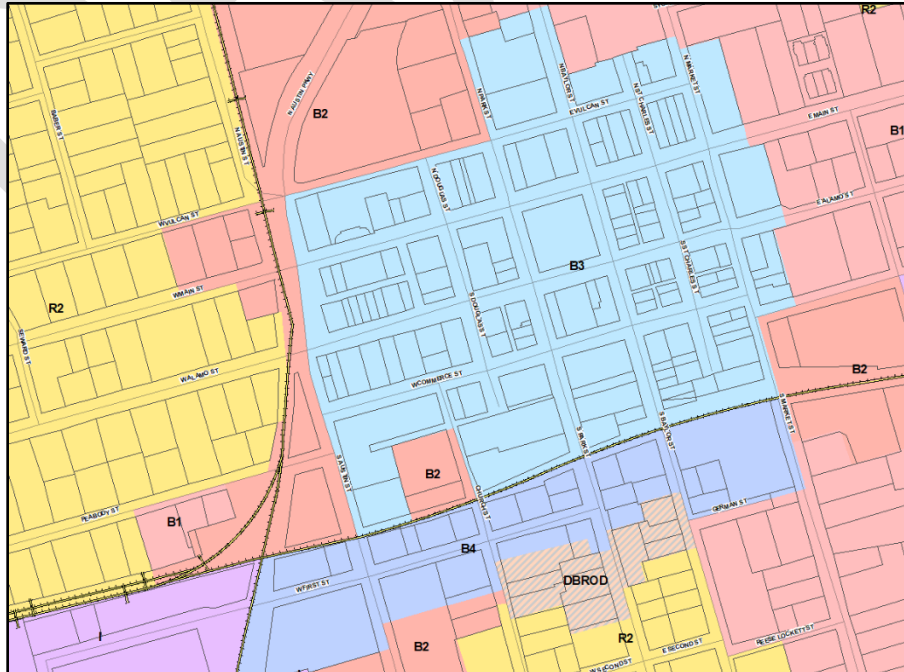
The Grant program seeks to provide financial assistance for the installation of life safety improvements in compliance with the Texas Accessibility Standards, International Fire Code and International Building Code. The Grant program will benefit the Brenham community by assisting Downtown Brenham property owners with necessary life safety improvements to existing buildings. The program will increase the economic vitality of the buildings; promote an increase in sales tax and property values; will improve the health, safety, and welfare of Downtown patrons and stakeholders; will preserve Brenham’s architectural and cultural history; and will promote economic development and commercial activity in Downtown Brenham.

B. Objectives:

The objectives listed below are in priority order. Grant applications will be considered with priority given to projects which result in currently vacant or underdeveloped structures being occupied as a result of the Grant program.

- a. Stimulate redevelopment of vacant second and third story buildings;
- b. Encourage repair of non-conforming buildings that could be a serious growing menace, injurious to public health, safety and welfare;
- c. Encourage private investment in commercial and multi-family housing downtown through the use of public incentives;
- d. Stimulate economic and business development downtown by providing safe, code-compliant occupancy of residential and commercial uses; and
- e. Encourage compliance with applicable Building and Fire Codes and Texas Accessibility Standards.

- C. Eligible Area: Properties located within the B-3, Historical and Central Business District and B-4, Neighborhood Business District, excluding property owned by a public or government entity. Refer to “Eligible Area” shown below.



D. Eligible Improvements: Eligible improvements must be ADA and/or Life Safety improvements required by the Brenham Code of Ordinances. Examples include, but are not limited to, the following:

- a. ADA compliant access/ means of egress;
- b. ADA compliant restrooms;
- c. Fire separation between floors or adjacent occupancies;
- d. Fire/smoke alarm/sprinkler systems;
- e. Fire proofing of stairwells;
- f. Repair/replacement/installation of fire escapes, fire rated walls or windows; and
- g. Additional means of egress (for example doors and windows).

E. Program Eligibility:

- a. Grant recipient must be the owner of record or the tenant with the owner's written approval of the proposed changes to the building;
- b. Owner must have no adverse judgments or liens;
- c. The property must be located within the eligible area;
- d. Qualifying buildings are to be used for commercial or multi-family uses; structures used exclusively for single-family residences will not qualify. Apartments and dwelling units located within a multiple-use building intended to be utilized for short-term rentals are an eligible use of grant funds;
- e. New commercial development will not qualify, only structures in existence at the time this program is adopted are eligible;
- f. Work that has been completed or is underway at the time the grant application is submitted will not qualify;
- g. The property owner must agree to comply with all local and state laws and regulations affecting the property, its rehabilitation and future use; and
- h. Property owner must be in good standing with the City of Brenham; any fines, fees or unpaid taxes owed to the City of Brenham by the property owner must be paid in full prior to the application being accepted.

F. Requirements of the Grant Program: Matching grants will be awarded for any approved Downtown Life Safety Grant applications. Project proposals must be reviewed and approved before rehabilitation work begins. The Grant Requirements are as follows:

- a. Matching grant amounts are awarded for up to 50% of the total estimated cost, up to \$60,000 per property, on a reimbursement basis. Individual properties may not receive more than \$60,000 in grant funds and are not eligible to re-apply once the maximum funds have been allocated.
- b. Qualified applicants will be required to match the awarded grant funds dollar for dollar. Grants will be awarded based on the number of approved improvements and the cost of said improvements.
- c. Agents of the property owner are not eligible to receive reimbursement. Reimbursement checks will only be issued to the owner of the property, the business owner and/or the property owner's or business owner's designated financial institution.
- d. The total budgeted amount for the Downtown Life Safety Grant program may restrict the City's ability to fund a grant request.
- e. Professional Fees (e.g. Architectural and/or Engineering fees) incurred by the applicant are not eligible for reimbursement.
- f. The Historic Preservation Board shall review proposed exterior changes to buildings requesting funding from the Downtown Life Safety Grant program.

G. Reimbursement Procedure: Matching grant monies will be disbursed upon the completion of the improvements after inspection and approval of the work by the City of Brenham. Documentation of proof of payment must be submitted with a written request for reimbursement. Acceptable proofs of payment for reimbursement include, but are not limited to the following:

- a. Itemized contractor and/or sub-contractor's invoices with the corresponding receipts and /or cancelled checks.
- b. Paid invoices for materials and/or supplies with the corresponding receipts and/or cancelled checks.
- c. A release of lien from contractors, sub-contractors, and/or suppliers (A sample of the release of lien is available upon request).

The owner of the property will supply any additional documentation as required by the City of Brenham to confirm expenses.

H. Project Duration: Approved Construction must begin within ninety (90) days from the date of grant approval, and must be completed and approved by the City within three hundred and sixty five (365) days or the grant funding will be automatically withdrawn and funds will revert back into the program and reimbursement will not be made.

I. Changes to Approved Scope of Work: The City of Brenham must approve in writing any proposed changes made to the scope of work. Funding will not be awarded for any changes under construction without prior approval. Significant changes to the scope of work may require the authorization of the City Council.

J. Eligible Labor: Matching grant monies may not be used to pay the property owner or any member of the owner's family for labor on the project.

K. Grant Limitations: Life Safety improvements must comply with all state and local laws including all ordinances and regulations of the City of Brenham. The total funds available in the matching grant program at any given time may restrict the City's ability to fully fund a grant request. Matching grants shall be processed on a first come – first served basis, as grant monies are limited, and can be competitive. Factors to be considered will include, but not be limited to, the necessity of repairs or improvements, the benefit to the building and the general public, and the anticipated impact on economic development and commercial activity in Downtown Brenham.

II. INITIATING REQUESTS FOR THE DOWNTOWN LIFE SAFETY GRANT

A. Submittal Requirements: A complete application shall be submitted to the Development Services Department. Staff will review the provided information and may request additional information, if needed. A complete application shall include:

- a. A completed application form;
- b. A narrative of the project describing the work to be completed;
- c. Drawings/plans detailing the proposed improvements;
- d. Two (2) itemized cost estimates from two (2) independent sources for each proposed life safety improvement. Additional cost estimates are welcome, a minimum of two (2) is required. Cost estimates from the property owner or any entity to which the property owner is associated will not be accepted;

- e. Current tax certificate showing no delinquent taxes for the property; and
- f. Owner's certification and proof of property ownership.

B. Downtown Life Safety Grant Program Review Panel: The program applications will be reviewed by the Downtown Life Safety Program Review Panel to ensure all funds are awarded to viable improvements that are in compliance with adopted code requirements. The Review Panel shall consist of the following individuals:

- a. Fire Marshal;
- b. Chief Building Official;
- c. Public Utilities Representative;
- d. Economic Development Representative; and
- e. Main Street Representative

C. City Council Review: With prior recommendations from the Historic Preservation Board regarding projects changing the exterior of a structure, and recommendations from the Review Panel, all matching grant applications will be forwarded for consideration by the Brenham City Council. The City Council may vote to approve, approve with modifications, or deny each matching grant application. If approved, a pre-construction conference will be held with the property owner before the project may commence.

D. Project Construction: Upon grant application approval by the City Council, City staff will schedule a mandatory pre-construction conference with the property owner concerning each approved application within thirty (30) days.

E. Contact Information:

Development Services Department
 200 W. Vulcan Street
 Brenham, TX 77833
 979-337-7220
inspections@Cityofbrenham.org

III. APPLICATION PROCESS FOR THE DOWNTOWN LIFE SAFETY GRANT PROGRAM

The following steps outline the process required to obtain funds through the Downtown Life Safety Grant Program. Grant applications for the initial program year shall be submitted by January 30th, 2026 for consideration. Subsequent funding will be considered in conjunction with each fiscal year (beginning October 1 and ending September 30th) and shall be processed on a first come, first serve basis. Please be aware that in an effort to assist as many applicants as possible with the limited program funds available, the City of Brenham cannot guarantee that all matching grant requests will be funded.

Step 1

- The applicant will request a pre-application meeting.
- The applicant will complete the grant application and associated support materials.
- The applicant will submit the application packet to the Development Services Department.

Step 2

- Development Services staff will check application for completeness.
- Development Services staff will review the proposed improvements with appropriate departments.
- Development Services staff will meet with the applicant to resolve any identified problems.

Step 3

- The Review Panel will meet and render a recommendation.
- Development Services staff will notify property owner of their recommendation.

Step 4

- Development Services staff will place the grant request on next available City Council agenda.
- City Council will render a decision.
- Development Services staff will notify the property owner of the City Council's decision.

Step 5

- The applicant and/or agent will acquire required permits.
- The applicant will begin work on improvements as approved, and request inspections in accordance with issued permit and the Development Services Department. Staff will inspect work and applicant shall resolve any identified problems.
- When construction is completed, the applicant shall obtain a passing inspection and/or a Certificate of Occupancy.

Step 6

- Once the work has been approved by the City, the applicant will submit a written request for reimbursement, all bills paid affidavit, W9, HB 1295 Form, a release of lien from contractors, sub-contractors, and/or suppliers, and documentation of proof of payment.

Step 7

- Development Services staff will review proof of payment documents.
- Development Services staff will work with applicant to resolve any identified problems.
- Development Services staff will disburse grant monies to the property owner.



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-032 Providing for the Approval of the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas

Meeting Date: November 13, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

Chairperson Scott Atwood requested revisions to the Tourism Advisory Board's bylaws on July 17 to ensure accuracy regarding job titles and committee names. Upon further review, staff identified additional changes necessary to align the bylaws with state law and the City's Policies and Procedures for Boards and Commissions.

On September 10, staff met with County Commissioner Hanath and Harrison Williams, along with other county staff, to discuss additional updates to the Tourism Advisory Board's bylaws between the City and County. The proposed revisions to the Tourism Advisory Board bylaws include several significant changes:

- The removal of outdated job titles;
- Granting the Chairperson the authority to develop subcommittees as needed, replacing predefined committee structures;
- The elimination of the Tourism Grant Eligibility Committee, Washington County Expo Committee, and Texas Music Friendly Committee; and
- A provision that allows the Chairperson to appoint members to subcommittees at their discretion, as opposed to having standing committees.

Both the City and County agree with the proposed revisions and recommend approval of the updated bylaws. At the October 16 Tourism Advisory Board meeting, staff presented the updated bylaws, and the Tourism Advisory Board suggested no changes.

ATTACHMENTS:

1. Tourism By-Laws - Redlined Showing Changes
2. Resolution No. R-25-032
3. Tourism By-Laws - Final for Adoption

RECOMMENDATION:

Approve Resolution No. R-25-032 providing for the approval of the Bylaws of the Tourism Advisory Board of the City of Brenham and Washington County, Texas.

**BY-LAWS OF
THE TOURISM ADVISORY BOARD
OF THE CITY OF BRENHAM
AND WASHINGTON COUNTY, TEXAS**

**ARTICLE I
NAME OF ORGANIZATION**

Section 1:

The name of this organization shall be the Tourism Advisory Board, hereinafter referred to as ~~“Board”~~, of the City of Brenham, Texas and Washington County, Texas.

Deleted: this

Section 2:

This Board will implement its objectives and purposes in the City of Brenham, Texas and the ~~Washington~~ County, Texas.

Deleted: of Washington

Section 3:

The street address of the office of this Board shall be the same as for the City of Brenham, Texas, or at such location as may be designated by the ~~City of Brenham~~ City Council, in agreement with ~~the~~ Washington County Commissioners Court.

Deleted: of the City of Brenham, Texas

**ARTICLE II
AUTHORITY**

The creation of this Board is authorized by ~~the~~ City of Brenham ~~City Council, hereinafter referred to as “City Council”~~, and ~~the~~ Washington County Commissioners Court, ~~hereinafter referred to as “County Commissioners”~~, and is a necessary and helpful advisory board to both ~~governmental entities~~.

Deleted: , Texas

Deleted: the City Council of the City of Brenham, Texas and the Commissioners Court of Washington County,

**ARTICLE III
PURPOSE AND RESPONSIBILITY**

The purpose and responsibility of this Board shall include, but not be limited to, the following:

- A. To advise and support the Brenham/Washington County Destination Marketing Organization (DMO).
- B. To advocate for the continued development of tourism and cultural assets.

ARTICLE IV MEMBERSHIP

Section 1:

Membership in this Board shall consist of residents of Washington County. This Board shall consist of seven (7) members.

Section 2:

Five (5) members shall be appointed by the City Council and two (2) members shall be appointed by the County Commissioners.

Section 3:

The members appointed by the City Council shall serve staggered three (3) year terms. Members shall be limited to three (3) full consecutive terms, with a minimum one (1) year absence from the Board before consideration for reappointment.

The members appointed by the County Commissioners shall serve on the Board perpetually unless and until these bylaws are revised, or these positions cease to exist.

Section 4:

Resignation from this Board shall be by letter to the Board Chairperson, Mayor, and County Judge. Vacancies resulting from a resignation shall be filled by the City Council or the County Commissioners, depending on whether the member position was a City appointment or a County appointment. Any person appointed to fill a vacancy on the Board shall serve for the remaining unexpired term of the member position to which the person is appointed.

Section 5:

Any member appointed by the City Council who is absent from three (3) consecutive meetings shall be counseled by the Chairperson and is subject to removal by the City Council. Also, any member that is absent from fifty percent (50%) of the regular meetings in a one (1) year period shall not be eligible for reappointment.

Members appointed by the Commissioners Court shall not have any attendance requirements.

Commented [A1]: I removed "City of Brenham" because the City is in Washington County.

Deleted: the City of Brenham and

Deleted: Board

Deleted: of the City of Brenham

Commented [A2]: I removed the titles of the County's appointees as over time these titles may change or the Commissioners may decide to appoint someone else to the Board.

Deleted: of the following the Washington County Tourism Liaison or a member of the Washington County Commissioners Court or Washington County Expo Director shall represent the Washington County

Deleted: s Court.

Deleted: term of membership of this Board

Deleted: of the City of Brenham

Deleted: be

Deleted: , and such a Board member shall be able to succeed himself/herself, subject to reappointment by the City Council. Board membership appointed by the City Council of the City of Brenham shall be

Deleted: full

Deleted: Two of the following the Washington County Tourism Liaison or a member of the Washington County Commissioners Court or Washington County Expo Director representing the Washington County Commissioners Court

Deleted: or any other cause will

Deleted: of the City of Brenham

Deleted: Washington

Deleted: Court

Deleted: Board

Deleted: of Brenham

Deleted: Washington

Deleted: A Board member appointed by the City Council of the City of Brenham who is unable to participate in Board business shall be expected to tender his/her resignation.¶

Deleted: Board

Deleted: of the City of Brenham

Deleted: misses

Deleted: will

Deleted: vote of

Deleted: ¶

¶ A Board member appointed by the City Council of the City of Brenham who misses

Deleted: scheduled

Section 6:

A Board member may cast only a single vote on any issue. Proxy votes are prohibited. Alternate and ex-officio members shall not vote.

Section 7:

The terms of office of the members appointed by the City Council ~~will be for a~~ calendar year.

Section 8:

Professional staff members of the City of Brenham or Washington County assigned to work with this Board shall be non-voting ~~ex-officio~~ members of this Board.

ARTICLE V OFFICERS

~~The Board shall, in its first meeting of the calendar year, elect a Chair and Vice-Chair to serve for a one (1) year term. The Chair shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall call the meeting to order and preside over the meeting. If the Chair resigns, the members of this Board shall elect a new Chair as soon as practicable.~~

~~In the absence of both the Chair and Vice-Chair, the members present shall elect a temporary presiding officer to serve as Chair for the meeting.~~

~~The Chair shall have the power to appoint subcommittees as he/she may deem necessary to achieve the objectives of the Board.~~

ARTICLE VI COMMITTEES

Section 1:

The following Committees ~~are being~~ created for special purposes:

Deleted: of the City of Brenham and officers of this Board

Deleted: on

Deleted: the

Commented [A4]: I changed this section to match the Board Policy adopted by City Council for all other advisory boards.

Deleted: Section 1: ¶

Deleted: Chairperson

Deleted:

Deleted: be elected annually by the members of this Board and shall serve at the pleasure of the City Council of the City of Brenham and the Commissioners Court of Washington County. Resignation of the Chairperson from the Chairperson position shall be by letter to all other Board members.

Deleted: person

Deleted: from the Chairperson position but continues to serve on this Board

Deleted: person

Formatted: Indent: First line: 0.5", No bullets or numbering

Deleted: B. Resignation of the Chairperson from this Board shall be by letter to all other Board members, the Mayor of the City of Brenham, and the County Judge of Washington County. An unexpired term will be filled by vote of the City Council of the City of Brenham if the Board position was a City of Brenham appointment.¶

Deleted: Section 2:¶
The Chairperson of this Board shall preside at all meetings of this Board and shall perform such duties as may be assigned by this Board or by the City Council and the Commissioners Court. The Chairperson shall have the power to appoint subcommittees, as he/she deems necessary to achieve the objectives of this Board.¶
In the absence of the Chairperson, Board members present shall elect a temporary presiding officer to serve as Chairperson during the meeting. ¶

Deleted: have been

Deleted: .

Tourism Grant Funding Committee: This Committee will review, biannually, all Post Event Reports and determine eligibility and priority of Tourism Grant requests based on the requirements of state law for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, applicable to the City and/or County. This Committee shall review all Tourism Grant requests and will make funding recommendations to the Commissioners Court. This Committee will consist of five (5) members, all shall be appointed by the Commissioners Court.

ARTICLE VII SPECIAL COMMITTEES

Section 1:

Special committees may be created by the Board for special projects and purposes.

Section 2:

The Chair and all members of any special committee shall be appointed by the Board Chair.

Section 3:

Special committees will automatically dissolve upon completion of their work and the submission of a final report to the full Board.

Deleted: Grant Eligibility Committee: TBiannuallyhis Committee will review, biannually, all Post Event Reports and determine eligibility and priority of Tourism Grant requests based on the requirements of state law requirements for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, as in the manner as each Chapter may be respectively applicable to the City and/or County. This Committee shall , and present their findings to the Tourism Grant Funding Committee for consideration. This Committee will consist of five (5) members: two (2) Board members, appointed by the Chairperson, and three (3) City of Brenham Tourism & Marketing Department employees, the Director of Tourism & Marketing for Visit Brenham/Washington County DMO, the DMO Group Sales Manager, and the Tourism and Marketing Coordinator.¶

Deleted: Biannually

Formatted: Font: Bold, Underline

Deleted: Washington County

Deleted: The

Deleted: of this Committee will be

Deleted: Washington County

Commented [A5]: I removed the Music Friendly Committee as this Committee can be created by the Chair when needed. Same with Music Friendly Committee.

Commented [A6]: Per Commissioner Hanath's request the Grant Eligibility Committee's and the Tourism Grant Funding Committee's responsibilities have been combined and will be managed by the County.

Deleted: Texas Music Friendly Committee: this committee fills requirements of certification as a Texas Music Friendly Community.¶

Washington County Expo Committee: This Committee works with Washington County staff to support the work of Washington County Expo facility, as it relates to within the tourism industry. This Committee shall consist of _____ members, all shall be appointed by the Commissioners Court.¶

Deleted: Section 2:¶

¶ Other committees may be created by this Board for special purposes.¶

Section 3:¶
Other than the Grant Eligibility Committee and the Touris(...

Deleted: SUB

Deleted: Subc

Deleted: is

Deleted: Subc

Deleted: Chairpersons and members

Deleted: person of this Board

Deleted: Subc

Deleted: special

Deleted: their

ARTICLE VIII
MEETINGS AND COMMUNICATION

Section 1:

This Board shall meet on call of the Chair or ~~by a~~ call of ~~the~~ majority of the members of ~~the~~ Board.

Section 2:

The City Manager of the City of Brenham shall designate ~~a~~ staff ~~liaison for this Board.~~ ~~The liaison shall attend all the meetings,~~ record ~~the~~ proceedings of the meetings, and prepare official minutes of the meeting. ~~The liaison shall also be responsible for providing, via electronic delivery, copies of the Board~~ ~~agendas, packets,~~ meeting minutes and any other ~~associated~~ documents to the City Manager, ~~City Secretary,~~ County Judge and the County Tourism Liaison.

~~The~~ ~~meeting~~ agendas shall be posted on the external bulletin board at the City Hall and on the bulletin board of the County Courthouse ~~in accordance with the~~ Texas Open Meetings Act.

Section 3:

All meetings of this Board shall be open to the public ~~as~~ authorized by the Texas Open Meetings Act.

ARTICLE IX
GOVERNMENTAL ENTITY FUNDING AND RESPONSIBILITIES (Attachment A)

Section 1:

The City of Brenham will manage, operate and fund the Visit Brenham/Washington County DMO and The Barnhill Center, with funds collected within the city limits of the City of Brenham. The DMO will ~~provide~~ quarterly reports to the ~~Board.~~

Section 2:

Washington County will collect hotel occupancy taxes ~~from properties located~~ outside of the City of Brenham ~~city limits.~~ The County will review and fund eligible projects at the Washington County Expo. The County will also fund County-wide Tourism Grant requests (including projects located within the ~~city limits.~~). ~~The~~ County Treasurer will disburse funds for approved events/programs/projects. ~~The County will provide quarterly reports to the Board.~~

Deleted: person

Deleted: on

Deleted: a

Deleted: this

Deleted: ¶

Deleted: to

Deleted: to

Deleted: Board

Deleted: designated City staff person is

Deleted: written

Deleted: necessary

Deleted:

Formatted: Space Before: 6 pt, Tab stops: 0.13", Left

Deleted: at least 72 hours prior to the meeting time. Meetings of this Board will be held in compliance with provisions of the ...

Deleted: ¶

¶ Written notice of the meeting and minutes of the last meeting will be delivered electronically to each member of this Board, the County Judge and the City Manager by the designated City staff person.

Deleted: ¶

Deleted: 4

Deleted: , provided that the Board may meet in closed session during a meeting...

Deleted: present

Deleted: Tourism Advisory

Deleted: and will provide staff to record and distribute minutes, prepare agendas and post meetings...

Deleted: City

Deleted: and t

ARTICLE X QUORUM

Five (5) members of this Board shall constitute a quorum. Any action taken by this Board shall be by simple majority vote of members present.

Deleted: our (4)

Deleted: present

ARTICLE XI RULES FOR PROCEDURE / STATUTORY REQUIREMENTS

Section 1:

Robert's Rules of Order shall be used as a guideline to conduct meetings and shall govern on all matters of parliamentary procedures.

Section 2:

This Board shall be subject to any rules, regulations, acts or mandates placed on the City of Brenham or Washington County Commissioners Court by local, state or federal governments.

ARTICLE XII AMENDMENTS TO BY-LAWS

These By-laws may be amended by approval of the City Council and the County Commissioners. This Board may make recommendations for amendments to the by-laws by requesting that the item be placed on the agendas of the City Council and County Commissioners.

Deleted: City of Brenham

Deleted: Washington

Deleted: Court

Deleted: written request to the Mayor and County Judge
City of Brenham City Council and the Washington County Commissioners Court...

ARTICLE XIII CONFLICTS

Section 1:

Members of this Board shall not use their position on this Board for a purpose that is or gives the appearance of being a conflict of interest. In the event a Member becomes aware of a conflict of interest, or potential conflict of interest, with regard to any item being considered by the Board, the member shall immediately bring the issue to the attention of the Chair and the liaison.

Deleted: that

Deleted: particular

Deleted: Director

Deleted: same

The liaison must immediately notify the City Secretary of the conflict. If it is determined by the City Secretary that there is a conflict of interest, the member shall complete a Conflict of Interest Affidavit and abstain from the consideration of and voting on the item.

Deleted: presiding officer of the meeting and

Deleted: , unless the Board determines that no conflict of interest exists...

Section 2:

In the event that a Board member is also a member of a group or event requesting funding from the Board, the Board member must recuse himself/herself from any recommendation or vote as it pertains to that particular group or event.

Deleted: said

Deleted: will

Deleted: their

CERTIFICATION

These by-laws of the Tourism Advisory Board are hereby duly adopted by the City of Brenham, Texas, City Council on this _____ day of _____, ____.

Atwood C. Kenjura
Mayor

Deleted: Milton Y. Tate, Jr., Mayor

Deleted: City of Brenham, Texas

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Deleted: ity Secretary

Deleted: of Brenham, Texas

These by-laws of the Tourism Advisory Board are hereby duly adopted by the Washington County Commissioners Court on this _____ day of _____, ____.

Honorable John Durrenberger
County Judge

Deleted: , County Judge

Deleted: Washington County, Texas

ATTEST:

Nick Prenzler
County Clerk

Deleted: Beth Rothermel, County Clerk

Deleted: Washington County, Texas

RESOLUTION NO. R-25-032

A RESOLUTION PROVIDING FOR THE APPROVAL OF THE BYLAWS FOR THE TOURISM ADVISORY BOARD OF THE CITY OF BRENHAM AND WASHINGTON COUNTY, TEXAS

WHEREAS on August 5, 2021 the City of Brenham and Washington County entered into an Interlocal Agreement to jointly advocate and promote tourism programs and services; and

WHEREAS, the City and County desire to work together to promote tourism programs and services in Brenham and Washington County and are authorized pursuant to the Texas Tax Code, Chapters 351 and 352, respectively, to adopt a Hotel Occupancy Tax; and

WHEREAS, the City and County desire to dissolve the Brenham-Washington County Hotel Occupancy Tax Board and jointly establish a Tourism Advisory Board to advise and support the implementation of strategic tourism objectives and to assist in the allocation of Hotel Occupancy Tax funds; and

WHEREAS, any Bylaws formally adopted for the Brenham-Washington County Hotel Occupancy Tax Board are hereby repealed in their entirety; and

WHEREAS, the Bylaws formally adopted by the City of Brenham City Council via Resolution No. R-21-021 are hereby repealed in their entirety; and

WHEREAS the Tourism Advisory Board serves the City Council of the City of Brenham, Texas and the Commissioner's Court of Washington County, Texas;

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

SECTION 1. The Bylaws of the Tourism Advisory Board, attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes, are hereby approved and adopted.

SECTION 2. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 13th day of November 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

**BY-LAWS OF
THE TOURISM ADVISORY BOARD
OF THE CITY OF BRENHAM
AND WASHINGTON COUNTY, TEXAS**

**ARTICLE I
NAME OF ORGANIZATION**

Section 1:

The name of this organization shall be the Tourism Advisory Board, hereinafter referred to as “Board”, of the City of Brenham, Texas and Washington County, Texas.

Section 2:

This Board will implement its objectives and purposes in the City of Brenham, Texas and the Washington County, Texas.

Section 3:

The street address of the office of this Board shall be the same as for the City of Brenham, Texas, or at such location as may be designated by the City of Brenham City Council, in agreement with the Washington County Commissioners Court.

**ARTICLE II
AUTHORITY**

The creation of this Board is authorized by the City of Brenham City Council, hereinafter referred to as “City Council”, and the Washington County Commissioners Court, hereinafter referred to as “County Commissioners”, and is a necessary and helpful advisory board to both governmental entities.

**ARTICLE III
PURPOSE AND RESPONSIBILITY**

The purpose and responsibility of this Board shall include, but not be limited to, the following:

- A. To advise and support the Brenham/Washington County Destination Marketing Organization (DMO).
- B. To advocate for the continued development of tourism and cultural assets.

ARTICLE IV **MEMBERSHIP**

Section 1:

Membership in this Board shall consist of residents of Washington County. This Board shall consist of seven (7) members.

Section 2:

Five (5) members shall be appointed by the City Council and two (2) members shall be appointed by the County Commissioners.

Section 3:

The members appointed by the City Council shall serve staggered three (3) year terms. Members shall be limited to three (3) full consecutive terms, with a minimum one (1) year absence from the Board before consideration for reappointment.

The members appointed by the County Commissioners shall serve on the Board perpetually unless and until these bylaws are revised, or these positions cease to exist.

Section 4:

Resignation from this Board shall be by letter to the Board Chairperson, Mayor, and County Judge. Vacancies resulting from a resignation shall be filled by the City Council or the County Commissioners, depending on whether the member position was a City appointment or a County appointment. Any person appointed to fill a vacancy on the Board shall serve for the remaining unexpired term of the member position to which the person is appointed.

Section 5:

Any member appointed by the City Council who is absent from three (3) consecutive meetings shall be counseled by the Chairperson and is subject to removal by the City Council. Also, any member that is absent from fifty percent (50%) of the regular meetings in a one (1) year period shall not be eligible for reappointment.

Members appointed by the Commissioners Court shall not have any attendance requirements.

Section 6:

A Board member may cast only a single vote on any issue. Proxy votes are prohibited. Alternate and ex-officio members shall not vote.

Section 7:

The terms of office of the members appointed by the City Council will be for a calendar year.

Section 8:

Professional staff members of the City of Brenham or Washington County assigned to work with this Board shall be non-voting. ex-officio. members of this Board.

ARTICLE V
OFFICERS

The Board shall, in its first meeting of the calendar year, elect a Chair and Vice-Chair to serve for a one (1) year term. The Chair shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall call the meeting to order and preside over the meeting. If the Chair resigns, the members of this Board shall elect a new Chair as soon as practicable.

In the absence of both the Chair and Vice-Chair, the members present shall elect a temporary presiding officer to serve as Chair for the meeting.

The Chair shall have the power to appoint subcommittees as he/she may deem necessary to achieve the objectives of the Board.

ARTICLE VI
COMMITTEES

Section 1:

The following Committees are being created for special purposes:

Tourism Grant Funding Committee: This Committee will review, biannually, all Post Event Reports and determine eligibility and priority of Tourism Grant requests based on the requirements of state law for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, applicable to the City and/or County. This Committee shall review all Tourism Grant requests and will make funding recommendations to the Commissioners Court. This Committee will consist of five (5) members, all shall be appointed by the Commissioners Court.

ARTICLE VII
SPECIAL COMMITTEES

Section 1:

Special committees may be created by the Board for special projects and purposes.

Section 2:

The Chair and all members of any special committee shall be appointed by the Board Chair.

Section 3:

Special committees will automatically dissolve upon completion of their work and the submission of a final report to the full Board.

ARTICLE VIII
MEETINGS AND COMMUNICATION

Section 1:

This Board shall meet on call of the Chair or by a call of the majority of the members of the Board.

Section 2:

The City Manager of the City of Brenham shall designate a staff liaison for this Board. The liaison shall attend all the meetings, record the proceedings of the meetings, and prepare official minutes of the meeting. The liaison shall also be responsible for providing, via electronic delivery, copies of the Board agendas, packets, meeting minutes and any other associated documents to the City Manager, City Secretary, County Judge and the County Tourism Liaison.

The meeting agendas shall be posted on the external bulletin board at the City Hall and on the bulletin board of the County Courthouse in accordance with the Texas Open Meetings Act.

Section 3:

All meetings of this Board shall be open to the public as authorized by the Texas Open Meetings Act.

ARTICLE IX
GOVERNMENTAL ENTITY FUNDING AND RESPONSIBILITIES (Attachment A)

Section 1:

The City of Brenham will manage, operate and fund the Visit Brenham/Washington County DMO and The Barnhill Center, with funds collected within the city limits of the City of Brenham. The DMO will provide quarterly reports to the Board.

Section 2:

Washington County will collect hotel occupancy taxes from properties located outside of the City of Brenham city limits. The County will review and fund eligible projects at the Washington County Expo. The County will also fund County-wide Tourism Grant requests (including projects located within the city limits). The County Treasurer will disburse funds for approved events/programs/projects. The County will provide quarterly reports to the Board.

ARTICLE X
QUORUM

Five (5) members of this Board shall constitute a quorum. Any action taken by this Board shall be by simple majority vote of members present.

ARTICLE XI
RULES FOR PROCEDURE / STATUTORY REQUIREMENTS

Section 1:

Robert's Rules of Order shall be used as a guideline to conduct meetings and shall govern on all matters of parliamentary procedures.

Section 2:

This Board shall be subject to any rules, regulations, acts or mandates placed on the City of Brenham or Washington County Commissioners Court by local, state or federal governments.

ARTICLE XII
AMENDMENTS TO BY-LAWS

These By-laws may be amended by approval of the City Council and the County Commissioners. This Board may make recommendations for amendments to the by-laws by requesting that the item be placed on the agendas of the City Council and County Commissioners.

ARTICLE XIII
CONFLICTS

Section 1:

Members of this Board shall not use their position on this Board for a purpose that is or gives the appearance of being a conflict of interest. In the event a Member becomes aware of a conflict of interest, or potential conflict of interest, with regard to any item being considered by the Board, the member shall immediately bring the issue to the attention of the Chair and the liaison.

The liaison must immediately notify the City Secretary of the conflict. If it is determined by the City Secretary that there is a conflict of interest, the member shall complete a Conflict of Interest Affidavit and abstain from the consideration of and voting on the item.

Section 2:

In the event that a Board member is also a member of a group or event requesting funding from the Board, the Board member must recuse himself/herself from any recommendation or vote as it pertains to that particular group or event.

CERTIFICATION

These by-laws of the Tourism Advisory Board are hereby duly adopted by the City of Brenham, Texas, City Council on this _____ day of _____, ____.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

These by-laws of the Tourism Advisory Board are hereby duly adopted by the Washington County Commissioners Court on this _____ day of _____, ____.

Honorable John Durrenberger
County Judge

ATTEST:

Nick Prenzler
County Clerk



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County to Advocate and Promote Tourism Programs and Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: November 13, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

Chairperson Scott Atwood requested revisions to the Tourism Advisory Board's bylaws on July 17 to ensure accuracy regarding job titles and committee names. Upon further review, staff identified that changes made to the bylaws would also require updates to the Tourism Advisory Board's Interlocal Agreement (ILA) between the City and County. The review of the ILA was timely, as the existing agreement is scheduled to expire on December 31, 2025.

On September 10, staff met with County Commissioner Hanath and Harrison Williams, along with other county staff, to discuss changes to the existing Tourism Advisory Board's Interlocal Agreement (ILA) between the City and County. The proposed 2026 Interlocal Agreement (ILA) between the City and County related to tourism activities included changes such as:

- The County is assuming oversight of the Tourism Grant Funding Committee.
- Visit Brenham and Washington County Expo, providing quarterly reports to the Board on Hotel Occupancy Tax (HOT) funds.

Both the City and County agree with the proposed updates to the Tourism Advisory Board's Interlocal Agreement (ILA) between the City and County.

Staff presented the updated Interlocal Agreement (ILA) between the City of Brenham and Washington County to the Tourism Advisory Board at the October 16 meeting, advocating for and promoting tourism programs and services. The Tourism Advisory Board suggested no changes.

ATTACHMENTS:

1. 2025 Tourism Interlocal Agreement

RECOMMENDATION:

Approve the Interlocal Agreement between the City of Brenham and Washington County to advocate and promote tourism programs and services, and authorize the Mayor to execute any necessary documentation.

THE STATE OF TEXAS

COUNTY OF TEXAS

INTERLOCAL AGREEMENT BETWEEN CITY OF BRENHAM AND WASHINGTON COUNTY TO ADVOCATE AND PROMOTE TOURISM PROGRAMS AND SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) by and between the City of Brenham, Texas (acting by and through the Mayor) (“City”) and Washington County (acting by and through the County Judge) (“County”) and (hereinafter City and County are collectively referred to as the “Parties,” or the “Cooperating Parties”).

RECITALS

WHEREAS, entering into this Agreement will benefit and allow the Cooperating Parties to efficiently and effectively utilize their respective resources in support of tourism programs and services; and

WHEREAS, the City and County desire to work together to promote tourism programs and services in Brenham and Washington County; and

WHEREAS, the City and County are authorized pursuant to the Texas Tax Code, Chapters 351 and 352 to impose a Hotel Occupancy Tax; and

WHEREAS, the City and County agree to jointly establish a seven-member Tourism Advisory Board to advise and support implementation of strategic objectives and to assist in allocation Hotel Occupancy Tax funds;

NOW THEREFORE, THIS AGREEMENT is entered into between City of Brenham (the “City”) and Washington County, Texas, (the “County”) pursuant to Chapters 351 and 352 of the Texas Tax Code and Chapter 791, Texas Government Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, the City and County hereby agree as follows:

1. TOURISM ADVISORY BOARD ORGANIZATION

- A. The Tourism Advisory Board hereby replaces the Brenham-Washington County Hotel Occupancy Tax Board pursuant to a new set of by-laws set forth and approved by the City of Brenham City Council and the Washington County Commissioners Court, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

- B. The Tourism Advisory Board consists of seven (7) members. Five (5) Board members shall be appointed by the City Council of the City of Brenham and two (2) of the following shall be appointed by the County Commissioners Court: the Washington County Tourism Liaison, a member of the Washington County Commissioners Court, or the Washington County Expo Director.
- C. The Tourism Grant Funding Committee of the Board consists of five (5) members appointed by Washington County Commissioners Court.

2. GOVERNMENTAL ENTITY FUNDING AND RESPONSIBILITIES (Exhibit “B”)

- A. The City of Brenham will manage, operate and fund the Visit Brenham/Washington County DMO and The Barnhill Center, with funds collected within the city limits of the City of Brenham. The DMO will present quarterly reports to the Tourism Advisory Board and will provide staff to record and distribute minutes, prepare agendas and post meetings.
- B. Washington County will collect hotel occupancy taxes outside of the City of Brenham. During the annual budget process, the County will determine a HOT Fund budget for eligible projects at the Washington County Expo. In addition, the County will budget for county-wide bi-annual Tourism Grants. The Tourism Grant Funding Committee will review the eligible requests and make funding recommendations to the County Commissioners Court. The County Treasurer will disburse funds for approved events/programs/projects.

The Tourism Grant Funding Committee will review Post Event Reports and determine eligibility and priority of Tourism Grant requests based on state law requirements for the promotion of tourism as authorized by the Texas Tax Code, Chapters 351 and 352, in the manner as each Chapter may be respectively applicable to the City or County.

3. TERM AND TERMINATION

This Agreement shall be effective beginning January 1, 2026 and shall remain in effect until December 31, 2028 ("Initial Term"). This Agreement shall automatically renew for a two (2) year period ("Renewal Term") on January 1st of each Renewal Term. Either Party may terminate this Agreement, with or without cause, by giving notice in the manner provided herein to the other Party at least ninety (90) days prior to the effective date of the Renewal Term. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required ninety (90) days' notice, said ninety (90) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 4.2.

4. MISCELLANEOUS

Section 4.1 Assignment. This Agreement shall bind and inure to the benefit of the Cooperating Parties hereto, their successors and assigns. This Agreement may not be assigned by either Party without the express written consent of the other Party.

Section 4.2 Notice. All notices required under this Agreement shall be in writing and delivered personally or sent by certified or registered US Mail, postage prepaid, addressed to such Party at the following respective addresses:

CITY: Mayor
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

COUNTY: County Judge
Washington County Courthouse
100 E. Main St., Suite 104
Brenham, Texas 77833

And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. All Parties hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

Section 4.3 Waiver of Immunity. No Party hereto has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement or otherwise participating.

Section 4.4 Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.

Section 4.5 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire Agreement or the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kinds, exist between the Parties regarding this Agreement.

Section 4.6 Written Agreement. Unless otherwise specified, this Agreement may be amended only by written instrument approved by the Parties hereto.

Section 4.7 Applicable Laws. This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Section 4.8 Captions. Captions contained in this Agreement are for reference only and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 4.9 Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

Section 4.10 Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 4.11 Parties in Interest. This Agreement does not bestow any rights upon any third party but binds and benefits the City and the County only.

Section 4.12 Counterparts. Signatures hereby may be counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY OF WHICH, this Agreement has been executed on behalf of the Parties hereto as follows:

- a. It has on the _____ day of _____, 20 _____ been executed on behalf of the City by the Mayor of Brenham, Texas, pursuant to action of the City Council of the City of Brenham, Texas authorizing such execution.
- b. It has on the _____ day of _____, 20 _____ been executed on behalf of the County by the County Judge of Washington County, Texas, pursuant to an order of the Commissioners Court of Washington County, Texas authorizing such execution.

CITY OF BRENHAM, TEXAS

Hon. Atwood C. Kenjura, Mayor

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by Atwood C. Kenjura, Mayor of the City of Brenham, Texas.

[seal]

Notary Public, State of Texas
Printed Name:

WASHINGTON COUNTY, TEXAS

Hon. John Durrenberger, County Judge

STATE OF TEXAS §
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by John Durrenberger, County Judge of Washington County, Texas.

[seal]

Notary Public, State of Texas
Printed Name:



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-033 Assuring the City of Brenham's Compliance with Title II of the 1990 Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973

Meeting Date: November 13, 2025

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

The City of Brenham continues to demonstrate its commitment to accessibility by aligning local policies and practices with the enforceable standards of the Americans with Disabilities Act (ADA). Title II of the ADA requires that public entities, including municipalities, operate all programs, services, and activities so that they are accessible to individuals with disabilities.

As a recipient of federal assistance from the U.S. Department of Transportation, through programs administered by the Texas Department of Transportation (TxDOT), the City of Brenham is also required to comply with Title II of the ADA and Section 504 of the Rehabilitation Act of 1973. To verify compliance, TxDOT developed ADA Subrecipient Monitoring and Compliance Surveys to assess areas of compliance/noncompliance, evaluate risk factors, and assist subrecipients in understanding their ADA and Section 504 responsibilities.

To assure TxDOT of the City's compliance, staff have developed a written assurance to be signed by City leadership affirming that the City of Brenham does not discriminate on the basis of disability in the provision of its programs, services, activities, or facilities, and that the City will comply with Section 504 and all related requirements. This written assurance will be included in the most recent TxDOT Subrecipient Monitoring and Compliance Survey.

ATTACHMENTS:

1. Resolution No. R-25-033
2. ADA and Section 504 of the Rehabilitation Act of 1973 Assurance

RECOMMENDATION:

Approve Resolution No. R-25-033 assuring the City of Brenham's compliance with Title II of the 1990 Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973.

RESOLUTION NO. R-25-033

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ASSURING THE TEXAS DEPARTMENT OF TRANSPORTATION THAT THE CITY OF BRENHAM WILL COMPLY WITH THE NON-DISCRIMINATION REQUIREMENTS OF TITLE II OF THE 1990 AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

WHEREAS, the City of Brenham (“City”) receives federal assistance from the U.S. Department of Transportation, through programs administered by the Texas Department of Transportation; and

WHEREAS, as a condition of receiving these funds, and as a Title II government agency, the City of Brenham must comply with the requirements of Title II of the 1990 Americans with Disabilities Act (“ADA”); and

WHEREAS, the City Council of the City of Brenham, Texas desires to assure the Texas Department of Transportation that it will comply with these requirements; and

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

1. The City will conduct its programs and operate its facilities in compliance with all requirements of Title II of the ADA and Section 504 of the Rehabilitation Act of 1973.
2. The City Council hereby adopts the assurance document attached hereto as Exhibit A and incorporated herein for all pertinent purposes.
3. The Mayor and City Manager are authorized to execute the document in Exhibit A and any related documentation.
4. This Resolution is effective immediately upon passage.

PASSED and APPROVED on the 13th day of November 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



EXHIBIT A

AMERICANS WITH DISABILITIES ACT and SECTION 504 OF THE REHABILITATION ACT OF 1973 ASSURANCE

28 Code of Federal Regulations Part 35.130, Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by section 504 of the Rehabilitation Act of 1973 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability from Titles I, III, and V of the Americans with Disabilities Act. This rule, therefore, adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, provides a definition of disability and qualified individual with a disability, and establishes a complaint mechanism for resolving allegations of discrimination.

The City of Brenham (COB), HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the U.S. Department of Transportation through the Federal Highway Administration, is subject to and will comply with all laws and regulations, and hereby gives assurance that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discriminations, including discrimination of employment, under any program or activity that received or benefits from this federal financial assistance. The City of Brenham further assures that its programs will be conducted, and its facilities operated, in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35, and 42 USC §§ 12101 – 12213.

Atwood C. Kenjura
Mayor
City of Brenham

Date



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and IMS Infrastructure Management Services for 2026 Pavement Data Collection and Analysis Services and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: November 13, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

In 2020, the City of Brenham worked with IMS on the first Street Inventory, which scientifically took an in-depth look at all our roadways and provided a street condition index for all streets. This has been our go-to resource for determining priority, funding, and action plan for maintaining our local roadways. The study has proven to be very beneficial in how we tackle each street, whether it needs a crack seal, a mill and overlay, or a full reconstruction.

It is time for an update to our original street inventory since it has been 5+ years. Since we have the original data from IMS collected in 2020, have updated all improvements that have been completed by our in-house paving division, and streets have continued to age, we would like to have IMS conduct a follow-up study to provide an updated assessment. This is the industry standard of conducting a new study every five years to assess street conditions and action planning. Once the study has been completed, we will present a full report to Council on the facts, data collected and an action plan.

We have dedicated funding to tackle street rehabilitation, with roughly \$800,000-\$900,000 spent annually on improving our streets. It is also our intent to tackle large street widening projects in 2027 and beyond, when bond proceeds will be dedicated to larger projects. This study will help prioritize those decisions. As Public Works Director, I utilize this data weekly, and it has proven to be worth the investment.

I would respectfully ask Council to approve the professional services agreement with IMS Infrastructure Management Services in the amount of \$49,980 for the 2026 Pavement Data Collection and Analysis Services. This was budgeted for the 25–26 budget at \$53,000. If approved, this study is planned to start in January and be completed within 90 days. This agreement has been reviewed and approved by City Attorney.

ATTACHMENTS:

1. Professional Services Agreement

RECOMMENDATION:

Approve a Professional Services Agreement between the City of Brenham and IMS Infrastructure Management Services, in an amount not to exceed \$49,980.00, for 2026 Pavement Data Collection and Analysis Services and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING SERVICES
RELATED TO
FISCAL YEAR 2026 PAVEMENT DATA COLLECTION AND ANALYSIS SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF WASHINGTON

§

THIS AGREEMENT, made on the _____ day of _____, 2025, is entered into, and executed by and between the City of Brenham, Texas (the “City”), a municipal corporation of the State of Texas, and IMS Infrastructure Management Services (IMS) (“Consultant”).

WITNESSETH:

WHEREAS, the City desires to collect and analyze data on City pavement distresses and structural strength; and

WHEREAS, the services of a professional consulting firm are necessary to provide this collection data and analysis service; and

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

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

**SECTION I
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional consulting 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 Consultant compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the consulting services and perform the Scope of Services with the professional skill and care ordinarily provided by competent consultant practicing in the same or similar locality and under the same or similar circumstances and/or professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations

or commitments on behalf of the City or its officers or employees without the express prior written approval of the City Manager. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City Manager.

SECTION III OWNERSHIP OF WORK PRODUCT

Consultant agrees that the City shall have the right to use all Attachments, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, Attachments, 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.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is ninety (90) calendar days, beginning when the City provides Consultant with a notice to proceed and ending at Consultant's final report. Upon written request of Consultant, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Consultant has no control.

SECTION V COMPLIANCE AND STANDARDS

Consultant agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the 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 Consultant's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by law, Consultant 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 Consultant, the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

SECTION VII CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual services performed under the Scope of Services,

on the basis set forth in Attachment "A," up to an amount not to exceed \$49,980.00 as further identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

Infrastructure Management Services

Attn: Jim Tourek, Client Services Manager

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
200 W. Vulcan St.
Brenham, TX 77833
Attn: Dane Rau

SECTION X LIMIT OF APPROPRIATION

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

conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

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

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

If authorized in writing by the City Manager, Consultant shall furnish, or obtain from others, those Optional Value-Added Service(s) as defined in Attachment "C" attached hereto and made a part hereof for all purposes, as requested by the City. Optional Value-Added Service(s) shall be paid for by the City on the basis set forth in Attachment "C," up to the amount authorized in writing by the City Manager.

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

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

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

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

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

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 Infrastructure Management Services, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

[The rest of this page is intentionally left blank.]

EXECUTED on this _____ day of _____, 2025.

CONSULTANT:

IMS Infrastructure Management Services

Signed by:
By: John Till
878711190C31498...
Name: John Till
Title: CFO

CITY OF BRENHAM, TEXAS

Atwood Kenkjura, Mayor

ATTEST:

Jeana Bellinger, City Secretary

ATTACHMENT "A"
SCOPE OF SERVICES



IMS Fee Proposal utilizing TX Share Rates (w/ <\$8,000> Discount)

Brenham-TX [FY026 PCI into ESA (TX Share)]

Service Category #1: Pavement Data Collection										A	B	C=A+B
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
			Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)						
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile ¹			\$140.00	\$115.00	\$100.00	X	120	\$140.00		\$16,800
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	X	120	\$1.00		\$120
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	\$2,500.00					X				\$2,500
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	X	120	\$1.00		\$120
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile ¹			\$1.00	\$1.00	\$1.00	X	120	\$1.00		\$120
6	Perform friction testing	Lane Mile ¹		(OR: see below)	\$195.00	\$160.00	\$150.00		120			\$0
7	Measure lane striping reflectivity quality	Lane Mile ¹			\$50.00	\$50.00	\$50.00		120			\$0
Service Category #3: Pavement Management Analysis										A	B	C=A+B
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
			Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)						
21	Calculate the International Roughness Index (IRI) for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$1.00	\$1.00	\$1.00	x	120	\$1.00		\$120
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile ¹			\$20.00	\$15.00	\$12.00	x	120	\$20.00		\$2,400
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$2,000.00		\$0.00	\$1.00	\$1.00	x	120	\$0.00		\$2,000
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. Cost includes base cost plus lane mile unit cost.	Each Participant	\$4,500.00		\$0.00	\$1.00	\$1.00	x	120	\$0.00		\$4,500
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,000.00		\$0.00	\$1.00	\$1.00	x	120	\$0.00		\$3,000
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	\$1,500.00									\$0
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system. (20 person maximum per class)	Day	\$3,500.00									\$0
Service Category #4: Electronic Products										A	B	C=A+B
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
			Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)						
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile ¹			\$5.00	\$3.00	\$2.00	x	120	\$5.00		\$600
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile ¹			\$15.00	\$10.00	\$5.00		120			\$0
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. Cost includes base cost plus lane mile unit cost.	Each Participant	\$3,500.00		\$5.00	\$4.00	\$3.00	x	120	\$5.00		\$4,100
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$7,000.00		\$0.00	\$5.00	\$5.00					\$0
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	\$1,500.00		\$10.00	\$8.00	\$5.00	x	120	\$10.00		\$2,700
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). Cost includes base cost plus lane mile unit cost.	Each Participant	\$2,500.00		\$0.00	\$0.00	\$0.00	x		\$0.00		\$2,500
Service Category #5: Pavement Structural Analysis										A	B	C=A+B
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
			Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)						
34	Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways.	Days						2	6450			\$12,900
35	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways.	**										\$0
36	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included) ²	**										\$0
Service Category #7: Value Added Services										A	B	C=A+B
Activity #	Activity Description	Unit	Provide Price Per Tiered Group				Include?	Total Units	Agreed Upon Cost (\$)/Unit	Total Agreed Upon Cost (\$)		
			Unit Base (\$)	Cost (\$)	Unit Cost (\$)	Unit Cost (\$)						
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	\$3,500.00					x				\$3,500
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	\$3,500.00									\$0
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant	(see below)									\$0
43	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. Cost includes base cost plus lane mile unit cost. a. Photogrammetry b. Mobile Lidar	Lane Mile ¹	a. \$7,500.00 b. (see below)		a. \$100.00 b. (see below)	a. \$ 90.00 b. (see below)						\$0
44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include Items a. through d. in Exhibit B. Cost includes base cost plus lane mile unit cost.	Lane Mile ¹	\$1,500.00		(see 50a-v pricing)	(see 50a-v pricing)	(see 50a-v pricing)					\$0
45	Provide consultancy services to develop linework in GIS for missing sidewalks in order to quantify and identify on a map	Hour	\$175.00									\$0
0	Existing IMS Client Discount	Each Participant		-\$8,000.00				x		-\$8,000.00		-\$8,000
0.00	Inform Web-Hosted Viewer (90 Days Trial/Free)	Each Participant		\$2,000.00				x	~\$1.20/ML Per Yr. =	\$2,144.00		\$0
										IMS	TOTAL	\$49,980



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



IMS Fee Proposal Invoicing Format

Brenham-TX [FY026 PCI into ESA (TX Share)]

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Budgetary Estimate					
Name	Qty.	Units	Price	Disc.	Total Price
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$1,494.00		\$1,494.00
GIS Review and Survey Extents Verification (26 CL Majors + 68 Locals)	1	Lump Sum	\$2,000.00		\$2,000.00
Mobilization/Calibration	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	120	Test Miles	\$115.00		\$13,800.00
Mobilization/Calibration (FFWD)	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - Fast Falling Weight Deflectometer (FFWD) 52 Mi.	2	Days	\$3,500.00		\$7,000.00
Data Processing: Enhanced ASTM D6433 (Incl. QC/QA) - According to Standard Data Dictionary	120	Test Miles	\$30.30		\$3,636.00
Data Processing: Standard FFWD (Including QC/QA)	1	Lump Sum	\$1,850.00		\$1,850.00
Calculate Structural # (SNeff)	1	Lump Sum	\$1,125.00		\$1,125.00
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	\$500.00		\$500.00
Easy Street Analysis (ESA) Pavement Mgt. Plan/Analysis	1	Lump Sum	\$7,350.00		\$7,350.00
Draft Pavement Mgt. Report	1	Lump Sum	\$2,400.00		\$2,400.00
Final Pavement Mgt. Report	1	Lump Sum	\$500.00		\$500.00
Inform - < 400 lane miles - 90 Day Free Trial (Price reflects annual fee if opt in after trial)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting - 90 Day Free Trial (Price reflects annual fee if opt in after trial)	120	Per year per mile	\$1.20	100%	\$0.00
			Total Price:	\$49,980.00	

Inform - < 400 lane miles	1	Per Year	\$2,000.00		\$2,000.00
Inform Web Hosting	120	Per year/mile	\$1.20		\$144.00
			Annual Inform:	\$2,144.00	



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

ATTACHMENT “B” **INSURANCE**

1. Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, volunteers, employees or subcontractors. Consultant’s insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of Consultant’s insurance and shall not contribute to it. Further, the Consultant shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers’ Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) “Claims Made” policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as “Additional Insured” to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
 - f) A Waiver of Subrogation in favor of the City with respect to Workers’ Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
 - h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
 - a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

[Attachment “B” is continued on the next page.]

5. Automobile Liability
 - a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
 - a) Statutory

ATTACHMENT "C"
OPTIONAL VALUE-ADDED SERVICES



Optional Value-Added Service Fees/Rates

Optional Value-Added Service Activities - Cost Estimates				
Name	Qty.	Units	Price	Total Price
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
f. Optional Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - \$1,000 base fee + \$5/mile for networks >100 miles	1	Lump Sum	\$ 2,100.00	\$ 2,100.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
Right of Way (ROW) Asset Extraction - Using Standard Data Dictionary Attributes				
Crosswalks	120	Test Miles	\$ 19.00	\$ 2,280.00
Curb & Gutter	120	Test Miles	\$ 23.00	\$ 2,760.00
Curb Markings	120	Test Miles	\$ 22.00	\$ 2,640.00
Drainage Ditches	120	Test Miles	\$ 23.00	\$ 2,760.00
Drainage Structures (Inlets)	120	Test Miles	\$ 33.00	\$ 3,960.00
Driveway Aprons	120	Test Miles	\$ 39.00	\$ 4,680.00
Fence	120	Test Miles	\$ 23.00	\$ 2,760.00
Fire Hydrants	120	Test Miles	\$ 22.00	\$ 2,640.00
Guardrail/Guiderail	120	Test Miles	\$ 23.00	\$ 2,760.00
Landscaping	120	Test Miles	\$ 49.00	\$ 5,880.00
Manhole Covers	120	Test Miles	\$ 29.00	\$ 3,480.00
Pavement Striping - Linear	120	Test Miles	\$ 32.00	\$ 3,840.00
Pavement Markings - Point	120	Test Miles	\$ 22.00	\$ 2,640.00
Retaining Walls	120	Test Miles	\$ 23.00	\$ 2,760.00
Pedestrian Curb Ramps	120	Test Miles	\$ 26.00	\$ 3,120.00
Sidewalks	120	Test Miles	\$ 23.00	\$ 2,760.00
Signs	120	Test Miles	\$ 63.00	\$ 7,560.00
Sign & Supports - Combined - Discounted Rate	120	Test Miles	\$ 75.00	\$ 9,000.00
Sound/Noise Barriers	120	Test Miles	\$ 23.00	\$ 2,760.00
Street Furniture	120	Test Miles	\$ 33.00	\$ 3,960.00
Street Lights	120	Test Miles	\$ 46.00	\$ 5,520.00
Traffic Signals and Flashers	120	Test Miles	\$ 29.00	\$ 3,480.00
Trees	120	Test Miles	\$ 56.00	\$ 6,720.00
Utility Poles	120	Test Miles	\$ 46.00	\$ 5,520.00
Valves	120	Test Miles	\$ 39.00	\$ 4,680.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year	1	Lump Sum	\$ 7,500.00	\$ 7,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year	1	Lump Sum	\$ 5,500.00	\$ 5,500.00
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
City Council Presentation - Virtual	1	Lump Sum	\$ 3,500.00	\$ 3,500.00
a. Add for an Onsite Presentation	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00	\$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	\$ 750.00	\$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	\$ 200.00	\$ 200.00
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection	(Available Upon Request)			
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection	(Available Upon Request)			
Year to Year Data Comparisons - Prior Data Collected by Other Firm (QC/QA Team)	120	Test Miles	\$ 10.00	\$ 1,200.00
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS < 3 Years Ago (QC/QA Team)	120	Test Miles	\$ 5.00	\$ 600.00
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS > 3 Years Ago (QC/QA Team)	120	Test Miles	\$ 7.50	\$ 900.00
Easy Street Analysis (ESA) - Pavement Management Plan/Analysis				
a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software	Included in Base Activities (ESA)			
b. Customizable Prioritization & Cost-Benefit Analysis				
c. Unlimited Access - Training Library				
d. Online ESA Spreadsheet Training via Teams				



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com



City Council Regular Meeting
AGENDA ITEM 14

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

Meeting Date: November 13, 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 Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**

Meeting Date: November 13, 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.