



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

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Pro Tem Clint Kolby**
- 3. Special Introduction — Brenham Police Department Officer Rosa Salinas**
- 4. Citizen Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5.a. Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$281,285.30 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 6. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 54 Requested by Brenham Main Street Holdings, LLC for Commercial Tax Phase-In Incentive on Property Generally Located at 207/209 Main Street, Brenham, Texas, Being More Fully Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone Number 54, and Designating This Property as Qualifying for Tax Phase-In**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon Resolution No. R-25-038 Adopting the Downtown Life Safety Grant Program**
- 8. Discuss and Possibly Act Upon Change Order No. 1 and Change Order No. 2 to the 2021 Professional Services Agreement Between the City of Brenham and Quiddity Engineering**

LLC Related to the Brenham Family Park and Authorize the Mayor to Execute any Necessary Documentation

- 9. Discuss and Possibly Act Upon the Purchase of Station Alerting Software and Equipment for Brenham Fire Station No. 1, Brenham Fire Station No. 2, and the Washington County 9-1-1 Communications Center Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. EC07-23 and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

- 11. 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, December 18, 2025 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, December 12, 2025, at 9:30 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested three (3) business days before the meeting) by calling (979) 337-7567 for assistance.

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

Signature

Title



City Council Regular Meeting
AGENDA ITEM 5.a

Agenda Item: **Approve the Ratification of a Grant Payment to BK Stringer, Ltd. in the Amount of \$281,285.30 as Outlined in the Chapter 380 Economic Development Agreement Between the City of Brenham and BK Stringer, Ltd. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 18, 2025

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

In accordance with the terms established in the Chapter 380 Economic Development Agreement BK Stringer, Ltd. (Baker Katz) is entitled to receive a percentage share of the City's 1% sales tax revenue generated in the Brenham Crossing shopping center.

BK Stringer, Ltd. has satisfied the obligations and duties of this agreement in order to qualify for the grant payment from the City of Brenham, which was due on December 1, 2025.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the ratification of a grant payment to BK Stringer, Ltd. in the amount of \$281,285.30 as outlined in the Chapter 380 Economic Development Agreement between the City of Brenham and BK Stringer, Ltd. and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading for the Creation of Reinvestment Zone Number 54 Requested by Brenham Main Street Holdings, LLC for Commercial Tax Phase-In Incentive on Property Generally Located at 207/209 Main Street, Brenham, Texas, Being More Fully Described in Exhibit "A" of the Ordinance Creating Reinvestment Zone Number 54, and Designating This Property as Qualifying for Tax Phase-In

Meeting Date: December 18, 2025

Department: Economic and Community Development

Staff Contact: Teresa Rosales, Director of Community & Economic Development

SUMMARY STATEMENT:

Brenham Main Street Holdings, LLC, would like to completely refurbish the second floor of 207/209 Main Street with the goal of moving the Moorman/Tate Law firm from the first floor. The owner has hired an architectural firm and will be modernizing the space with updated electrical systems, HVAC improvements, energy-efficient lighting and more, while maintaining the building's historic character.

The total capital investment is estimated at \$2,000,000.00

ATTACHMENTS:

1. Ordinance for First Reading
2. Exhibit A to the Ordinance
3. Tax Phase-In Calculation Worksheet

RECOMMENDATION:

Approve an Ordinance on its first reading for the creation of Reinvestment Zone No. 54 requested by Brenham Main Street Holdings, LLC for Commercial Tax Phase-In Incentive on that certain property located at 207/209 Main Street, Brenham, Texas, being more fully described in Exhibit "A" of the Ordinance creating Reinvestment Zone No. 54, and designating this property as qualifying for Tax Phase-In.

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS, BEING IN THE A. HARRINGTON SURVEY, ABSTRACT NO. 55, CONTAINING 5,960 SQUARE FEET, BEING A PORTION OF ORIGINAL TOWN LOTS 57 AND 58, AND THAT PORTION OF ABANDONED ALLEYS ADJOINING THEM, BEING THE SAME TRACT OF LAND DESCRIBED IN THAT DEED DATED FEBRUARY 27, 2025 FROM MICHAEL WORTLEY AND ALLISON WORTLEY TO BRENHAM MAIN STREET HOLDINGS 1, LLC, RECORDED IN INSTRUMENT NUMBER 2025-1087 OF THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, SAID PROPERTY BEING LOCATED AT 207 AND 209 E. MAIN STREET, BRENHAM, TEXAS, AND SAID PROPERTY BOUNDARIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, AS REINVESTMENT ZONE NUMBER FIFTY-FOUR FOR COMMERCIAL TAX PHASE-IN, CITY OF BRENHAM, TEXAS AS PROVIDED IN CHAPTER 312, TEXAS TAX CODE; ESTABLISHING THE NUMBER OF YEARS FOR THE ZONE, AUTHORIZING AN AGREEMENT FOR EXEMPTION FROM TAXATION THE INCREASE IN VALUE OF CERTAIN PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THIS ORDINANCE WAS PASSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Brenham, Texas, ("City") desires to encourage supervised improvements by property owners and lessees through tax phase-in procedures within its jurisdiction by the creation of a reinvestment zone as authorized by Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, on the 18th day of December, 2025, the City Council held a public hearing to receive comments concerning the designation of proposed Reinvestment Zone Number Fifty-Four. The notice of such hearing was published on November 20, 2025, such date being not later than the seventh day before the date of the public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by Section 312.201 of the Act; and has delivered written notice to the presiding officer of the governing body of each taxing unit within the jurisdiction of the proposed Reinvestment Zone Number Fifty-Four for Commercial Tax Phase-In; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property, that the proposed improvements are feasible and practical, that said improvements would be a benefit to the land included in the zone and that would contribute to the economic development of the City; and

WHEREAS, the designation of the proposed reinvestment zone is consistent with the City's policies adopted by Council Resolution No. R-24-026 on the 19th day of December, 2024, and will benefit the land included within the Reinvestment Zone after the expiration of the Agreement; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory which is referred to as City of Brenham Reinvestment Zone Number Fifty-Four for Commercial Tax Phase-In, should be included in such proposed reinvestment zone, and obtain tax phase-in; and

WHEREAS, at such hearing recommendations were given as to the number of years the reinvestment zone would be designated, the number of years in which an agreement would be available, as well as the percentage of potential tax exemption under the aforesaid tax phase-in guidelines and criteria to be applied to taxable real property which is developed;

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

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

Section 2. That the City, after conducting such hearing and having further studied recommendations, as well as the evidence presented at the public hearing, has made the following findings based on the evidence and testimony presented to it:

- a) That the public hearing on the adoption of the reinvestment zone under the provisions of the Act has been properly called, held and conducted and that notice of such hearing has been published as required by law and has been sent to the respective taxing units within the proposed reinvestment zone; and
- b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the proposed reinvestment zone pursuant to the Act; and
- c) That creation of the proposed reinvestment zone with boundaries described herein will result in improvements made after the passage of this Ordinance and the execution of tax phase-in agreements, that are feasible and practical and will benefit the City, its residents and property owners in the reinvestment zone; and

- d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the zone that would be a benefit to the property and contribute to economic development of the City.

Section 3. That the City hereby creates Reinvestment Zone Number Fifty-Four, designated as all that certain tract or parcel of land containing lying and being situated in the City of Brenham, Washington County, Texas, being in the A. Harrington Survey, Abstract No. 55, containing 5,960 square feet, being a portion of Original Town Lots 57 and 58, and that portion of abandoned alleys adjoining them, being the same tract of land described in that deed dated February 27, 2025 from Michael Wortley and Allison Wortley to Brenham Main Street Holdings 1, LLC, recorded in Instrument Number 2025-1087 of the Official Records of Washington County, Texas, said property boundaries being more fully described in Exhibit “A” attached hereto and incorporated herein for all purposes, and such reinvestment zone shall hereafter be identified as Reinvestment Zone Number Fifty-Four for Commercial Tax Phase-In, City of Brenham, Texas.

Section 4. That the designation of Reinvestment Zone Number Fifty-Four for Commercial Tax Phase-In shall expire five (5) years from the date of this Ordinance unless renewed as provided by the Act, or at an earlier time designated by subsequent ordinance.

Section 5. That written agreements as provided in the Act with owners of eligible property located within the reinvestment zone shall be for a period of up to ten (10) years, and that the eligible property that is subject to the above mentioned exemption from taxation shall be the improvements to the property in conformity with the City's criteria and guidelines, and written agreements shall provide for an exemption from taxation of the total increase in value of the eligible property over its value in the year the agreement is executed. The written agreement will require that all taxes be current at the time of execution of agreement and be kept current to all taxing entities during the term of said agreement.

Section 6. That said designation of Reinvestment Zone Number Fifty-Four for Commercial Tax Phase-In and the written agreement thereof are in accordance with the City of Brenham’s “Policy Statement on Property Tax Phase-In Incentive for Selected Commercial Enterprises” and will be a benefit to the land which will be included within the Reinvestment Zone and to the City of Brenham after the expiration of the agreement.

Section 7. That if any provision of this Ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.

Section 8. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED, on its first reading this the ____ day of _____, 2025.

PASSED AND APPROVED, on its second reading this the ____ day of _____, 2026.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm No. 10040700
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77833
(979) 836-6677

3983-23

Exhibit "A"

THE STATE OF TEXAS

SURVEYOR'S DESCRIPTION

MICHAEL WORTLEY
AND

COUNTY OF WASHINGTON

5,960 SQUARE FEET

ALLISON WORTLEY

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas in the A. Harrington Survey, A-55, being a portion of Original Town Lots 57 and 58 and that portion of abandoned alleys adjoining them, said lots being a re-survey of the same land described in a deed from George R. Moorman, Trustee to Milton Y. Tate, Jr. and R. Hal Moorman, IV, dated March 6, 1978, recorded in Volume 362, Page 945, Deed Records of Washington County, Texas and the same land described in a deed from A. W. Hodde, Jr. and wife, Virginia K. Hodde to R. Hal Moorman and Milton Y. Tate, Jr. D/B/A Historic Brenham, dated December 11, 1981, recorded in Volume 427, Page 803, Deed Records of Washington County, Texas, (427/803, D.R.W.C.,Tx.), and being more fully described by metes and bounds as follows, to-wit:

COMMENCING at a chiseled hole found in concrete at the intersection of the east margin of North Baylor Street with the south margin of Vulcan Street, being the northwest corner of the Charles L. Barnes tract (1137/571, O.R.W.C.,Tx.);

THENCE along the south margin of Vulcan Street, North 77 degrees 00 minutes 00 Seconds East, 67.00 feet to a hole chiseled in concrete for the northwest and BEGINNING corner hereof, being the northwest corner of said original Milton Y. Tate, Jr. and R. Hal Moorman, IV tract (362/945, D.R.W.C.,Tx.), being the northeast corner of a Peter Emerson, Ltd. tract called 2,948.29 square feet (990/961, O.R.W.C.,Tx.), a chiseled hole found in concrete for the northwest corner of a Peter Emerson, Ltd. tract bears South 77 degrees 00 minutes 00 seconds West, 24.50 feet;

THENCE along the south margin of Vulcan Street, North 77 degrees 00 minutes 00 seconds East, 44.83 feet to a building corner for the northeast corner hereof and of said R. Hal Moorman and Milton Y. Tate, Jr. D/B/A Historic Brenham tract (427/803, D.R.W.C.,Tx.), common with the northwest corner of a Texan Title Realty Holdings, LLC tract (1811/599, O.R.W.C.,Tx.);

THENCE departing from said street margin and along the east line hereof, common with the west line of said Texan Title Realty Holdings, LLC tract, South 13 degrees 00 minutes 00 seconds East, at 8.3 feet pass a building corner and continuing for a total distance of 132.50 feet to a building corner on the north margin of Main Street for the southeast corner hereof and of said R. Hal Moorman and Milton Y. Tate, Jr. D/B/A Historic Brenham tract (427/803, D.R.W.C.,Tx.), common with the southwest corner of said Texan Title Realty Holdings, LLC tract;

THENCE along the north margin of Main Street, South 77 degrees 00 minutes 00 seconds West, 45.16 feet to a building corner on said street margin for the southwest corner hereof and of said original Milton Y. Tate, Jr. and R. Hal Moorman, IV tract (362/945, D.R.W.C.,Tx.), common with the southeast corner of said Peter Emerson, Ltd. tract;

THENCE departing from said street margin and along the westerly lines hereof, common with easterly lines of said Peter Emerson, Ltd. tract, as follows:

North 13 degrees 00 minutes 00 seconds West, 60.75 feet to an exterior corner hereof;
North 77 degrees 00 minutes 00 seconds East, 0.33 feet to an interior corner hereof; and
North 13 degrees 00 minutes 00 seconds West, at 63.2 feet pass a building corner and continuing for a total distance of 71.75 feet to the PLACE OF BEGINNING and containing 5,960 Square Feet of land, more or less.

Reference is hereby made to a separate survey plat bearing even date herewith.
Bearings are based on records calls of the R. Hal Moorman and Milton Y. Tate, Jr. D/B/A Historic Brenham tract recorded in Volume 427, Page 803, Deed Records of Washington County, Texas.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this description accurately represents the results of an on the ground survey made under my direction.

Dated this the 2nd day of June, 2023.

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

3983-23
Fieldnotes 5,960 Square Feet

**Exhibit "A"**

03/04/2025 3:33 P.M.

Page 3 of 3

STATE OF TEXAS COUNTY OF WASHINGTON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL RECORDS of
Washington County, Texas as stamped hereon above time.

BETH A. ROTHERMEL, COUNTY CLERK

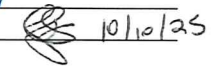


2025-1087



TAX PHASE-IN CALCULATION

PROJECT INFORMATION

Project: Modernization of Existing
 Business Name: Brenham Main Street Holdings, LLC
 Prepared for: Michael Wortley
 Date Prepared: 10/09/2025 TR 

Jurisdiction	Tax Rate	Tax Amount
City of Brenham*	0.4676	\$ 9,352.00
Washington County*	0.3840	\$ 7,680.00
Blinn College	0.0438	\$ 876.00
Brenham ISD	0.7684	\$ 15,368.00
Total Annual Tax	1.6638	\$ 33,276.00

*Only City and County tax are available for possible abatement

ESTIMATED ABATEMENT TOTAL	
City	\$ 53,306.40
County	\$ 43,776.00
Total	\$ 97,082.40

TAX ABATEMENT SUMMARY		VALUE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	TOTAL
Table 1 Totals:		Rate	45%	45%	45%	45%	45%	40%	30%	20%	
		City									
		County									
Table 1 Totals:											
TABLE 2		Rate	45%	45%	40%	30%	20%				
		City									
		County									
Table 2 Totals:											
TABLE 3		Rate	90%	90%	90%	90%	90%	60%	40%	20%	
Downtown Zone Only	City	0.4676	\$8,416.80	\$8,416.80	\$8,416.80	\$8,416.80	\$8,416.80	\$5,611.20	\$3,740.80	\$1,870.40	\$53,306.40
	County	0.3840	\$6,912.00	\$6,912.00	\$6,912.00	\$6,912.00	\$6,912.00	\$4,608.00	\$3,072.00	\$1,536.00	\$43,776.00
	Table 3 Totals:	\$2,000,000.00	\$15,328.80	\$15,328.80	\$15,328.80	\$15,328.80	\$15,328.80	\$10,219.20	\$6,812.80	\$3,406.40	\$97,082.40
TAXES ABATED		Rate	90%	90%	90%	90%	90%	60%	40%	20%	
TOTALS	City	0.4676	\$8,416.80	\$8,416.80	\$8,416.80	\$8,416.80	\$8,416.80	\$5,611.20	\$3,740.80	\$1,870.40	\$53,306.40
	County	0.3840	\$6,912.00	\$6,912.00	\$6,912.00	\$6,912.00	\$6,912.00	\$4,608.00	\$3,072.00	\$1,536.00	\$43,776.00
TOTAL TAXES ABATED:			\$15,328.80	\$15,328.80	\$15,328.80	\$15,328.80	\$15,328.80	\$10,219.20	\$6,812.80	\$3,406.40	\$97,082.40

TAXES TO BE PAID SUMMARY		VALUE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	TOTAL
TAXES PAID	City	0.4676	\$935.20	\$935.20	\$935.20	\$935.20	\$935.20	\$3,740.80	\$5,611.20	\$7,481.60	\$21,509.60
	County	0.3840	\$768.00	\$768.00	\$768.00	\$768.00	\$768.00	\$3,072.00	\$4,608.00	\$6,144.00	\$17,664.00
TOTALS	Blinn	0.0438	\$876.00	\$876.00	\$876.00	\$876.00	\$876.00	\$876.00	\$876.00	\$876.00	\$7,008.00
	Brenham ISD	0.7684	\$15,368.00	\$15,368.00	\$15,368.00	\$15,368.00	\$15,368.00	\$15,368.00	\$15,368.00	\$15,368.00	\$122,944.00
Taxes Paid:		1.6638	\$17,947.20	\$17,947.20	\$17,947.20	\$17,947.20	\$17,947.20	\$23,056.80	\$26,463.20	\$29,869.60	\$169,125.60

DETAILS
This property is located in the Downtown Zone.
PROJECT DESCRIPTION
Complete refurbishment of second floor to be made tenant ready.



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-25-038 Adopting the Downtown Life Safety Grant Program

Meeting Date: December 18, 2025

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

On November 13, 2025, the Brenham City Council held a work session to discuss the proposed Downtown Life Safety Grant Program ("Grant"). The Grant was drafted following the adoption of the 2019 Comprehensive Plan and the creation of the Tax Increment Reinvestment Zone, which encouraged public investment in Health and Life Safety Improvements to Downtown Buildings. The goal of the Grant is to encourage investment in Downtown buildings which will result in currently vacant or underutilized second and third floors becoming occupied.

The proposed Grant will allow for properties located in the Downtown Historical Business District to be eligible for matching grant funds to be awarded for projects required by the International Fire Code and Texas Accessibility Standards (ADA). Included in the packet is a complete Grant application packet, 380 Agreement template, and the Grant program requirements. In short, properties or businesses shall submit at least two bids for each eligible improvement, such as the installation of a fire suppression system. Successful applicants will be awarded Grant funds by City Council following the review and recommendation of a staff review panel. Grant funds will be reimbursed following the completion of the improvements and will be awarded dollar for dollar up to \$60,000. The current FY25-26 budget allocated \$120,000 for the Grant program. Applications for the initial Grant year are due on January 30, 2026.

Included for review and consideration is a Resolution formally adopting the Downtown Life Safety Grant Program, including the application process, eligibility, approval process and reimbursement procedure. The Grant is intended to be offered additional years should the budget allow.

ATTACHMENTS:

1. Resolution No. R-25-038
2. Life Safety Grant Program

RECOMMENDATION:

Approve Resolution No. R-25-038 adopting the Downtown Life Safety Grant Program.

RESOLUTION NO. R-25-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE ADOPTION OF THE DOWNTOWN LIFE SAFETY GRANT PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Brenham City Council adopted the 2019 Comprehensive Plan titled, *Historic Past Bold Future: Plan 2040* which included as an Economic Development Strategic Action Priority additional investment and enhancement of Historic Downtown Brenham; and

WHEREAS, the Brenham City Council and Tax Increment Reinvestment Zone (TIRZ) Board adopted in the TIRZ project list as an eligible expense the investment in Downtown health and life safety improvements; and

WHEREAS, the buildings located in Downtown Historic District were constructed beginning in the mid 1800's prior to the adoption of modern building and fire codes and therefore are considered legally non-conforming structures. Therefore, as building owners desire to improve or expand the occupancies of buildings within the Historic District, there is significant expense to install required improvements in accordance with the Texas Accessibility Standards, International Fire and International Building Codes; and

WHEREAS, the City seeks to enhance the economic vitality of Downtown Brenham by encouraging commercial activity, increasing sales tax revenue and property values, improving the health, safety, and welfare of Downtown patrons and stakeholders, and preserving the area's rich architectural and cultural heritage; and

WHEREAS, City Council finds that the proposed Downtown Life Safety Grant Program serves a public purpose, including promoting public safety and welfare and reducing fire risks and therefore allocated \$120,000 for the Grant program in the Fiscal Year 25-26 budget; and

WHEREAS, the City of Brenham intends to achieve these goals through the establishment of the Downtown Life Safety Grant Program, attached hereto as Exhibit "A", which provides matching financial assistance to incentivize accessibility and life safety improvements to Downtown buildings.

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

That the City of Brenham hereby adopts the Downtown Life Safety Grant Program in the City of Brenham, Texas, described on Exhibit “A” attached hereto and incorporated herein for all pertinent purposes, and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 18th day of December 2025.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”
Downtown Life Safety Grant Program Application and Guidelines

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." The Grant Recipient and the City shall execute the "Economic Development Program Agreement" attached hereto as Exhibit "C."

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:

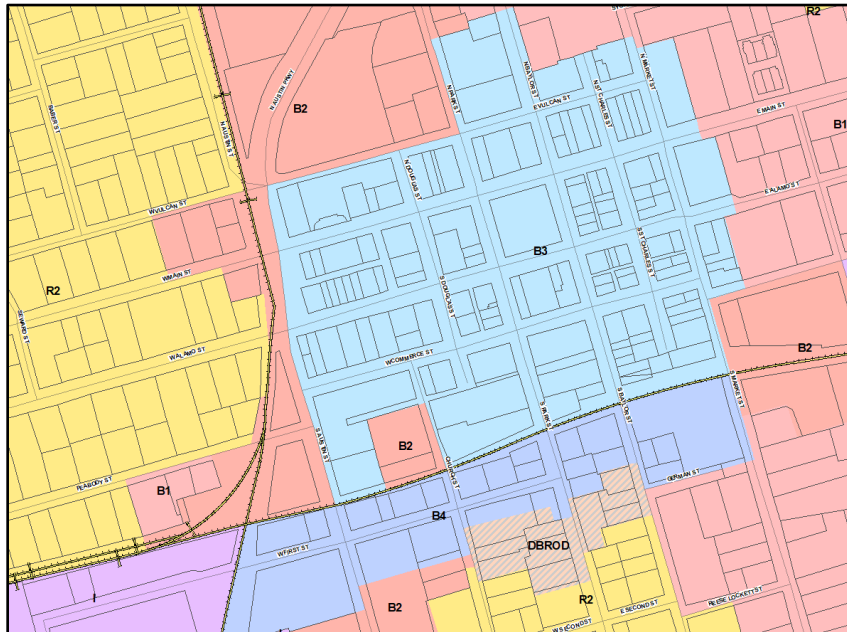
The Grant program seeks to provide financial assistance for the installation of life safety improvements in compliance with the Texas Accessibility Standards, International Fire Code and International Building Code. The Grant program will benefit the Brenham community by assisting Downtown Brenham property 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 and projects which have not received other grant funds or economic development incentives from the City of Brenham.

- 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 8**

Agenda Item: Discuss and Possibly Act Upon Change Order No. 1 and Change Order No. 2 to the 2021 Professional Services Agreement Between the City of Brenham and Quiddity Engineering LLC Related to the Brenham Family Park and Authorize the Mayor to Execute any Necessary Documentation

Meeting Date: December 18, 2025

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

We are getting much closer to making the Brenham Family Park a reality for the Brenham Community. Bids for the Brenham Family Park were opened on November 21st on the 32-acre Park Project. These bids are currently being evaluated by City Staff and Quiddity.

The original Brenham Family Park concept started in 2013 when Ed and Evelyn Kruse donated over 100 acres to the City of Brenham for future park land. After many years of planning and allocating funding along with receiving a Texas Parks and Wildlife Grant, we are now in position to possibly begin the project in the Spring of 2026.

In 2021, the City of Brenham hired Jones-Carter, now Quiddity, to perform professional services including but not limited to master planning, environmental services, design, civil services, landscape planning, electrical design, permitting, construction services, field project management, along with contract administration services. This agreement was signed by Mayor Tate in February 2021 with a contract amount of \$252,500. (See attached)

As time has passed, we have had to maneuver through many obstacles concerning environmental concerns, stream classifications, modifying design and numerous meetings to discuss funding limitations. Due to these issues, Quiddity has expressed the need to cover costs that either have now exceeded the contract amount or have been added to the scope of work that was not originally accounted for.

You will see an attached explanation from Quiddity of a requested change order to the original contract, increasing the contract amount to \$294,567.13. This is an increase of \$42,067.13. (Change Order No. 1 and Change Order No. 2) I can honestly tell the council that I have sat down with Quiddity and gone over their requests in depth and have been successful in negotiating down several items from their original proposal of added or changed services. We were able to do that because of savings in other areas and the fact that time and scope can be spread out now that we are this far into the project. With the changing dynamics of the design and added scope, along with the extended time it took us to get to this point, I am fine with this change order, to be fair with Quiddity. The additional costs to the engineering contract will be taken from the funds in which BCDC has been allocating to the Brenham Family Park project over the last few years.

We ask Council to approve Change Order No. 1 and Change Order No. 2 to the original contract in the amount of \$42,067.13, bringing the total amended contract amount to \$294,567.13. This was also presented to BCDC at their November 13th meeting, and they approved but did make several inquiries.

ATTACHMENTS:

- | |
|---|
| <ol style="list-style-type: none">1. Change Order 12. Change Order 23. 2021 Jones & Carter (Quiddity) Brenham Family Park - Phase I Agreement |
|---|

RECOMMENDATION:

Approve Change Order No. 1 and Change Order No. 2 to the 2021 Professional Services Agreement Between the City of Brenham and Quiddity Engineering LLC related to the Brenham Family Park, in the amount of \$42,067.13, and authorize the Mayor to execute any necessary documentation.
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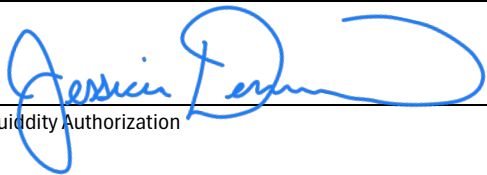


ADD SERVICE TO THE
AGREEMENT FOR ENGINEERING SERVICES
between City of Brenham and Quiddity Engineering, LLC
Dated January 29, 2021

QE Project Name Brenham Family Park-Phase 1
QE Project Number B0039-0033-00
Add Service No. 1
Today's Date August 19, 2024

Initial Contract Amount	\$	252,500.00
Previously Approved Add Services	\$	-
Current Add Service Amount	\$	1,500.00
Updated Contract Amount	\$	254,000.00

Project ID	Project name	Fee type	Original Contract Amount	Previously Approved Add Services	Adjustment Request	New contract value	Justification
B0039-0033-00.100	Conceptual Land Plan	Hourly	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	
B0039-0033-00.200	Civil Site Services	Lump Sum	\$ 36,000.00	\$ -	\$ -	\$ 36,000.00	
B0039-0033-00.201	Project Meetings, Coordination, and Site Visits	Hourly	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	
B0039-0033-00.202	Electrical Design	Lump Sum	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
B0039-0033-00.203	Landscape Design	Lump Sum	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	
B0039-0033-00.300	Construction Administration Services	Hourly	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00	
B0039-0033-00.301	Public Advertising, Coordination, and Contract Documents	Lump Sum	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	
B0039-0033-00.302	Electrical Services Coordination	Hourly	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	
B0039-0033-00.400	Detention Analysis	Lump Sum	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	
B0039-0033-00.401	Environmental Coordination	Hourly	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	
B0039-0033-00.402	Permit Coordination	Hourly	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
B0039-0033-00.403	Bid Documents and Specifications	Lump Sum	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	
B0039-0033-00.404	TAS/TDLR Registration and Inspection	Lump Sum	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	
B0039-0033-00.550	Survey Metes & Bounds Legal Description	Lump Sum	\$ -		\$ 1,500.00	\$ 1,500.00	Additional Survey work to prepare Map Exhibit for Brenham Park Phase 1 and legal description.
B0039-0033-00.600	Field Project Representation	Hourly	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	
11608-8380-01.800	Reimbursable Expenses	Hourly	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	
			\$ 252,500.00	\$ -	\$ 1,500.00	\$ 254,000.00	


Quiddity Authorization

10/31/2025
Date

Client Authorization

Date



ADD SERVICE TO THE
AGREEMENT FOR ENGINEERING SERVICES
between City of Brenham and Quiddity Engineering, LLC
Dated January 29, 2021

QE Project Name	Brenham Family Park-Phase 1
QE Project Number	B0039-0033-00
Add Service No.	2
Today's Date	September 24, 2025

Initial Contract Amount	\$	252,500.00
Previously Approved Add Services	\$	1,500.00
Current Add Service Amount	\$	40,567.13
Updated Contract Amount	\$	294,567.13

Project ID	Project name	Fee type	Original Contract Amount	Previously Approved Add Services	Adjustment Request	New contract value	Justification
B0039-0033-00.100	Conceptual Land Plan	Hourly	\$ 10,000.00	\$ -	\$ 456.25	\$ 10,456.25	True Up of overage amount to complete this task actually spent and already invoiced.
B0039-0033-00.200	Civil Site Services	Lump Sum	\$ 36,000.00	\$ -	\$ 10,000.00	\$ 46,000.00	Value Engineering revisions requested by City of Brenham as well as prolonged project duration of project through USACE and TPS.
New Task 1	Grading update to remove wall	Lump Sum	\$ -	\$ -	\$ 4,125.00	\$ 4,125.00	Adjustment based on actual hours spent, no additional work expected on this task. Requested modification to remove the playground and wall needed to support the landscaped designed playground and to assess after construction of Phase 1.
New Task 2	Public Water Line Extension	Lump Sum	\$ -	\$ -	\$ 16,000.00	\$ 16,000.00	Added Lump Sum effort for the preparation and permitting of 1,600 LF of public water line within Chappell Hill Street.
New Task 3	Cost Estimates and Exhibits	Lump Sum			\$ 8,000.00	\$ 8,000.00	Added effort for multiple cost estimates and value engineering alternatives.
New Task 4	Pipeline Encroachment	Lump Sum	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	Coordination with pipeline for encroachment of sidewalk trail, electrical conduit, and water line. Coordination with survey for pipeline probing.
B0039-0033-00.201	Project Meetings, Coordination, and Site Visits	Hourly	\$ 35,000.00	\$ -	\$ 17,913.75	\$ 52,913.75	Additional cost for meetings & coordination due to the length of project extending a couple years longer than anticipated due to EA delays and contracts with TPW.
B0039-0033-00.202	Electrical Design	Lump Sum	\$ 15,000.00	\$ -	\$ (3,000.00)	\$ 12,000.00	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.203	Landscape Design	Lump Sum	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	
B0039-0033-00.300	Construction Administration Services	Hourly	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00	
B0039-0033-00.301	Public Advertising, Coordination, and Contract Documents	Lump Sum	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	
B0039-0033-00.302	Electrical Services Coordination	Hourly	\$ 5,500.00	\$ -	\$ (5,500.00)	\$ -	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.400	Detention Analysis	Lump Sum	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	
B0039-0033-00.401	Environmental Coordination	Hourly	\$ 7,500.00	\$ -	\$ (2,786.25)	\$ 4,713.75	Reduction due to money not spent/invoiced and close the task.
B0039-0033-00.402	Permit Coordination	Hourly	\$ 15,000.00	\$ -	\$ (10,152.50)	\$ 4,847.50	Reduction due to money not spent/invoiced and close the task.



ADD SERVICE TO THE
AGREEMENT FOR ENGINEERING SERVICES
between City of Brenham and Quiddity Engineering, LLC
Dated January 29, 2021

Project ID	Project name	Fee type	Original Contract Amount	Previously Approved Add Services	Adjustment Request	New contract value	Justification
B0039-0033-00.403	Bid Documents and Specifications	Lump Sum	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	
B0039-0033-00.404	TAS/TDLR Registration and Inspection	Lump Sum	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	
B0039-0033-00.550	Survey Metes & Bounds Legal Description	Lump Sum	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	
B0039-0033-00.600	Field Project Representation	Hourly	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	
11608-8380-01.800	Reimbursable Expenses	Hourly	\$ 1,500.00	\$ -	\$ 10.88	\$ 1,510.88	True Up of overage amount to complete this task actually spent and already invoiced.
			\$ 252,500.00	\$ 1,500.00	\$ 40,567.13	\$ 294,567.13	


Quiddity Authorization

9/24/2025

Date

Client Authorization

Date



2322 W. Grand Parkway North, Suite 150
Katy, Texas 77449-7821
Tel: 832.913.4000
Fax: 832.913.4001
www.jonescarter.com

January 29, 2021

Mr. James Fisher
City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

Re: Planning, Surveying, and Civil Engineering Services Proposal
Brenham Family Park – Phase 1
City of Brenham, Texas

Dear Mr. Fisher,

We appreciate the opportunity to present this proposal for planning, surveying, and civil engineering services in connection with the City of Brenham Family Park in the City of Brenham, Washington County, Texas.

Project Understanding

We understand the City of Brenham (Client) would like Jones|Carter (JC) to proceed with planning, civil design, and construction phase services on the approximately 100-acre Brenham City Park (Project) in the City of Brenham to develop as a recreational facility and detention/lake facility located generally at the southwest intersection of State Highway 290 and Chappell Hill Street. We also understand that the City of Brenham is requesting Jones|Carter (JC) provide a proposal in connection with this project.

Scope of Services

I. Planning Services

- A. Conceptual Land Plan** – JC will prepare an overall park land plan incorporating the desired detention/lake feature off channel and parallel to the unnamed tributary to accommodate the future development of approximately 100 Acres. JC and its Landscape Architect will prepare preliminary design drawings and/ or sketches defining the general concept while incorporating the other proposed park features, as requested by the Client, to have discussions with Stakeholders or other public agencies.
- B. Project Meetings, Coordination, and Site Visits** – The amount of project meetings can vary drastically depending on the preferences of the owner and/or architect. Based on previous experience on similar projects, we established a preliminary budget for project meetings, special meetings, weekly calls, and site visits which will be billed on an hourly basis. We have estimated 6 in-person meetings, 5 special meetings with client and stakeholders, and weekly calls for 10 weeks.



Benham City Park Planning, Civil, and Construction Phase Services

Page 2

January 29, 2021

- C. Environmental Coordination** – JC through their subconsultant CME Testing and Engineering, Inc. will assist with coordination between the US Army Corps of Engineers (USACE) and Texas Parks & Wildlife Service (TPWS) to verify and obtain necessary approvals in accordance with the grant, as related to jurisdictional waters of the US and threatened and endangered species. This task includes up to five (5) site visits during the design and construction phases to assist with necessary documentation.

II. Design Phase Services

- A. Detention Analysis** – The Drainage Impact Analysis is required to determine the impacts to adjacent and downstream conveyance systems and mitigation measures that may be needed to offset these potential impacts. The City of Brenham (the City) requires new development to show no impacts to the receiving drainage systems.

Jones|Carter (JC) will perform a hydrologic and hydraulic analysis to determine the impacts from the proposed development to the Unnamed Tributary of Woodward Creek (Tributary). The analysis will develop and/or modify models using the Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS). HEC's River Analysis System (HEC-RAS) may also be used for riverine modeling of the Tributary. Detention routing and pond sizing will be performed using either HEC-HMS or XP-Storm. The City may request alternative modeling in addition to the models outlines. Such models can be provided under a subsequent amendment to this proposal if necessary, for regulatory review.

The previously developed H&H models of the Tributary prepared by Kimley-Horn & Associates (KHA) will be utilized as the basis of the watershed model for the Tributary. JC will obtain this information from the City and review it and make modifications as needed. JC will utilize the preliminary land plan as the basis of analysis. Any changes to the proposed development service acreage by the City after the creation of any models may require additional updates or changes to the modeling not currently included in this scope. Proposed adjustments to the development plan may be necessary by JC to demonstrate no impacts to the receiving stream. The proposed land plan incorporates the use of offline detention basins adjacent to the Tributary to mitigate proposed increases in runoff. All H&H analysis will be prepared utilizing Atlas 14 rainfall data and detention facilities will be analyzed for the 5-, 10-, 25-, and 100-year storm events. The analysis will be prepared for full build out of the development which entails single family, commercial, and park land. Offsite pass-through sheet flow will be quantified as part of the analysis for portions of the development to plan for adjacent development. JC will prepare a written report with calculations, exhibits, models, and other relevant information to submit for review to the City.



Benham City Park Planning, Civil, and Construction Phase Services

Page 3

January 29, 2021

- B. Civil Site Services** – Engineering services include a civil site package for submittal to the City of Brenham for the Phase 1 park including features such as an approximately 1-mile trail, parking lot, restroom facility, and lake entrance for approval. Our services include the design and preparation of construction documents for a site utility plan, a site drainage plan, a site grading plan, a site paving plan, a site dimension plan, and a Storm Water Pollution Prevention Plan (SWPPP).
- C. Landscape Architecture** – JC through their subconsultant will prepare construction documents, details, and materials necessary for planting plans, irrigation system, site furniture, site recreational amenities, fine grading of landscaping, site and trail wayfinding signage, site lighting fixtures, and pre-fab restroom structure facility.
- D. Electrical Design** – We will prepare a building electrical load analysis, one-line diagrams, exterior building lighting, and electrical plans for the phase 1 of the park.

III. Permitting Phase Services

- A. Permit Coordination** - Permitting services include setting up a permit appointment with the Brenham Permit Department, providing the necessary permits and affidavits, attending the permit meeting, and providing the permit number and fee to the contractor. The effort assumes that JC will address one (1) round of comments from the City for the construction plans and the drainage analysis. Additional rounds of review comments will be addressed at the approved hourly rates.
- B. Bid Documents & Specification** – We will prepare bid documents and specifications in accordance with the approved design plans for submittal and review by the Texas Parks & Wildlife. We will also use these documents for inclusion in the contract documents for public advertising of the project.
- C. TAS/ TDLR Registration & Inspection** – We will register and submit the project to the Texas Department of Licensing and Regulation for the Texas Accessibility Standards (TAS) review.

IV. Construction Phase Services

- A. Public Advertising, Coordination, Contract Documents** — JC, upon completion of Civil Design Services and when authorized by the Client, will solicit bids for construction of TxDOT facilities. After receipt of bids, we will assist the Client in determining the most advantageous bid and issue a recommendation of award. We will issue a notice to proceed to the selected Contractor and transmit instructions of Client to Contractor.

B. Contract Administration Services – Administration services during construction include activities supporting the construction of the project on behalf of the Client. Contract Administration services consist of the following:

- a. Creation/ collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance of contract documents
- b. Facilitate bond and insurance review by Client's designated agent
- c. Maintain completed knowledge of contract, general conditions, special conditions, and addenda
- d. Facilitation of the contractual and agreed upon lines of communication
- e. Sending contractual notices to all parties
- f. Receive, review, and recommend periodic contractor pay requests. Provide written recommendation of payment to Client based upon on-site observations
- g. Processing RFIs and RFPs
- h. Change order preparation and processing, quantity, and price assessment
- i. Schedule monitoring
- j. Managing pre-construction meeting
- k. Management of submittals, Samples and Shop drawings.
- l. Generating close-out documents
- m. File Management
- n. Minimum level of documentation and reporting limited to a monthly summary of construction activities
- o. Verification that there is a safety plan

C. Electrical Service Coordination – We will coordinate with the power service provider for service to the site. The fee for this task does not include the preparation and processing of electric duct bank plans. If required, this can be provided as an additional service.

D. Field Project Representation – Field project representation services include part-time on-site project representative(s) to assist and to provide more extensive observation of the Contractor's work. Presence of JC Field Project Representatives does not guarantee the contractor's work shall be free of defect yet is intended to improve the Client's familiarity with the contractor's progress and quality of work. Periodic Part-Time Representation for major activities consist of the following:

- a. Spot check field-testing and other field quality assurance testing activities (while on-site)
- b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
- c. Monitor the Contractor's maintenance of record drawings
- d. Inform the Contractor of unsafe conditions, if observed
- e. Provide field coordination and field communication between CLIENT and the Contractor
- f. Occasional field attendance by construction project manager
- g. Coordination of field project representatives



Benham City Park Planning, Civil, and Construction Phase Services

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- h. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted
 - i. Prepare a summary of work observed during each visit

E. Meetings & Coordination - Attend meetings, including meetings and phone calls with the City of Brenham, Local Stakeholders, Brenham Parks Board, and Brenham Community Development Corporation, and other miscellaneous meetings to coordinate approval of master plan and design or permitting considerations. Fee is assuming 5 in-person meetings at 4 hours per meeting (including drive time) and weekly phone calls on progress for a duration of 2 months.

V. Reimbursable Items - This fee includes items such as document reproduction, research, delivery fees, and other items as described in the attached Schedule of Reimbursable Expenses.

Proposed Fee

A summary of our fees is enclosed as Exhibit "A", our current Schedule of Hourly Rates is enclosed as Exhibit "B", and our Schedule of Reimbursable Expenses is enclosed as Exhibit "C".

Proposed Schedule

The anticipated time frame for delivery of the final set of plans for the Brenham Family Park is within 24 weeks of the notice-to-proceed. A detailed schedule will be prepared and provided to the City.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal is subject to the attached General Conditions of Agreement, Schedule of Reimbursable Expenses, and Schedule of Hourly Rates (where applicable).
2. This proposal includes environmental due diligence; however, it does not include Individual or Nationwide Permitting. The intent of the design is to avoid the need for a permit. Should the need for a permit arise, a separate scope shall be provided.
3. Fees do not include sales taxes that may be imposed.
4. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.



Benham City Park Planning, Civil, and Construction Phase Services

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January 29, 2021

We thank you for the opportunity to submit this proposal and look forward to receiving your approval to proceed with this project. An executed copy of this proposal will serve as our notice to proceed. A scanned copy returned by email is acceptable. Should you have any questions, please call.

Sincerely,

Jessica L. Dennis, PE
Project Manager

Erin E. Williford, PE
Client Manager

JLD/ja2

<https://jonesandcarter.sharepoint.com/sites/BellaireSiteDevelopment/Shared Documents/Opportunities/00000 - City of Benham/Brenham City Park/Proposal/PL- Brenham City Park Design 20201117.docx>

Enclosure(s)

APPROVED BY:

Signature

MILTON Y. TATE, JR., MAYOR

Name and Title (Printed)

2-8-2021

Date



Please indicate how you prefer to receive invoice:

☐ By Email: _____

☒ By Regular Mail: _____

☐ Other: _____



EXHIBIT "A"

Design Services Proposal
Brenham Family Park
City of Brenham, Texas

Scope of Services

Item Number and Description	Fee Basis	Amount
I. Planning Services		
A. Conceptual Land Plan	Estimated Hourly	\$10,000
B. Project Meetings, Coordination, and Site Visits	Estimated Hourly	\$35,000
C. Environmental Coordination	Estimated Hourly	\$7,500
Planning Services Subtotal		\$52,500
II. Design Phase Services		
A. Detention Analysis	Lump Sum	\$35,000
B. Civil Site Services	Lump Sum	\$36,000
C. Landscape Architecture	Lump Sum	\$45,000
D. Electrical Design	Lump Sum	\$15,000
Design Phase Services Subtotal		\$131,000
III. Permitting Phase Services		
A. Permit Coordination	Estimated Hourly	\$15,000
B. Bid Documents & Specifications	Lump Sum	\$4,000
C. TAS/ TDLR Registration & Inspection	Lump Sum	\$2,000
Permitting Services Subtotal		\$21,000
IV. Construction Phase Services		
A. Public Advertising, Coordination, Contract Documents	Lump Sum	\$3,500
B. Contract Administration Services	Estimated Hourly	\$17,500
C. Electrical Service Coordination	Estimated Hourly	\$5,500
D. Field Project Representation	Estimated Hourly	\$20,000
Engineering Services Subtotal		\$46,500
V. Reimbursable Items		
A. Estimated Reimbursable Expense	Estimated Fees	\$1,500
Reimbursable Expenses Subtotal		\$1,500
	Total Fee	\$252,500

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%



GENERAL CONDITIONS OF AGREEMENT

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC within thirty (30) days after CLIENT'S receipt of an invoice as provided in Chapter 2251, Texas Government Code. If the CLIENT disputes all or any portion of an invoice, the CLIENT shall notify JC in writing within twenty-one (21) calendar days of the invoice date and pay that portion of the invoice not in dispute.

Interest on overdue payments shall accrue at the rate as provided in Chapter 2251, Texas Government Code. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

JC agrees that the CLIENT shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by JC pursuant to this AGREEMENT. The CLIENT shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this AGREEMENT with the same force and effect as if the CLIENT had prepared or acquired the same.. Any use or reuse by CLIENT of any exhibit, map, report, analyses or other document prepared or compiled by JC pursuant to this AGREEMENT, on any project or work unrelated to this AGREEMENT, without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT, to the extent allowed by law, shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance and insurance for protection from claims of errors and omissions to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of the services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue and jurisdiction of any claim, dispute, lawsuit, cause of action or other proceeding arising out of or involving this AGREEMENT shall lie exclusively in the state and federal courts of Washington County, Texas.



SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: **Discuss and Possibly Act Upon the Purchase of Station Alerting Software and Equipment for Brenham Fire Station No. 1, Brenham Fire Station No. 2, and the Washington County 9-1-1 Communications Center Through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. EC07-23 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: December 18, 2025

Department: Fire

Staff Contact: Mark Donovan, Fire Chief
 Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Brenham Fire Department is seeking Mayor and Council's approval to purchase Station Alerting software and equipment for Brenham Fire Station 1, Brenham Fire Station 2 and the 911 Communications Center from US Digital Designs on HGAC contract #EC07-23. During the design phase of Brenham Fire Station 2, several different station alerting types were researched and after visiting several different locations, it was determined that the US Digital system was the most practical and cost-effective solution for station alerting.

The US Digital station alerting system pricing consists of three different components to achieve the desired goal of bringing both fire stations online with up-to-date alerting for calls while interfacing with the 911 Communications Center to allow for AI Dispatch features to reduce response times.

When station alerting is at its best, everyone benefits. With Phoenix G2 from US Digital, alerts are delivered to one or more stations simultaneously in under a second. The Dispatcher on hold time is reduced, and response times can be cut by seconds or minutes. Visual and auditory peripherals throughout the station provide alert information, so responders are better informed when they arrive on scene. The G2 system is reliable and redundant. Uptime is maximized using NFPA 1221 compliant redundant alerting pathways and manual alerting, so it can be run during communication failures. G2 Automated Dispatching - Text-to-voice Technology offers Voice Alert, an alternative to a human speaking dispatch which delivers clear and consistent text-to-speech, helping to improve efficiency and response times.

The quotes proposed are provided in three parts to reflect the different facilities that will require hardware to allow the system to operate:

1. Proposal TX_BNHMOO2v7 is for Fire Station No. 1 in the amount of \$61,031.67.
2. Proposal TX_BNHM003v4 is for Fire Station No. 2 in the amount of \$76,958.05.
3. Proposal TX_BNHM001v4 for the Washington County 9-1-1 Communications Center in the amount of \$55,366.27.

The total cost for the US Digital Station Alerting project is \$193,355.99.

ATTACHMENTS:

1. Fire Station No. 1 Quote
2. Fire Station No. 2 Quote
3. Washington County 9-1-1 Dispatch Communications Center

RECOMMENDATION:

Approve the Purchase of Station Alerting Software and Equipment for Brenham Fire Station No. 1, Brenham Fire Station No. 2, and Washington County 9-1-1 Communications Center through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. EC07-23, in the amount of \$193,355.99 and authorize the Mayor to execute any necessary documentation.

US DIGITAL DESIGNS
by Honeywell



US DIGITAL DESIGNS
by Honeywell

Date: 12/9/2025
Expires: 12/31/2025
Proposal: TX_BNHM002 v8

Quote Submitted To:

City of Brenham, TX
Brenham Fire Department

STATION 01

USDD Design Referenced:
USDD.TX_BNHM,FS01.FSA.2025.11.18

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
MR-2	G2 Message Remote 2	1	\$ 1,753.75	\$ 1,578.38	\$ 1,578.38
USDD-LCD-SIGN	G2 LCD Message Sign	2	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00
MS-MNT	MS Mount - Articulating	2	\$ 390.00	\$ 351.00	\$ 702.00
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	15	\$ 374.00	\$ 336.60	\$ 5,049.00
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50
SPK-STD-FM	Speaker - Standard, Flush Mount	2	\$ 132.30	\$ 119.07	\$ 238.14
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$ 373.75	\$ 336.38	\$ 672.76

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by Custom Systems Designs Inc.	1	\$ 18,508.71	\$ 18,508.71	\$ 18,508.71
ST-SU	Station Configuration & Commissioning	1	\$ 2,750.00	\$ 2,475.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$ 750.00	\$ 675.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$ 730.00	\$ 730.00	\$ 730.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 4,143.66	\$ 3,729.30	No Charge

STATION 01

Equipment Only: \$ 37,292.96

System:	\$ 60,301.67
Shipping:	\$ 730.00
Warranty & Support:	\$ -
Estimated Tax:	\$ -
Station Subtotal:	\$ 61,031.67

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.



Quote Submitted To:
City of Brenham, TX
Brenham Fire Department

Proposal:
TX_BNBM003 v4

STATION 02

USDD Design Referenced:
USDD.TX_BNBM,FS02.FSA.2025.07.25

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 Voice Alert - Single Station License	1	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	2	\$ 1,121.50	\$ 1,009.35	\$ 2,018.70
PB-B	Push Button, Standard (Black)	1	\$ 126.50	\$ 113.85	\$ 113.85
PB-R	Push Button, Emergency (Red)	2	\$ 126.50	\$ 113.85	\$ 227.70
MR-2	G2 Message Remote 2	2	\$ 1,753.75	\$ 1,578.38	\$ 3,156.76
USDD-LCD-SIGN	G2 LCD Message Sign	2	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00
MS-MNT	MS Mount - Articulating	2	\$ 390.00	\$ 351.00	\$ 702.00
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	16	\$ 374.00	\$ 336.60	\$ 5,385.60
SPK-OAS	G2 Speaker - OmniAlertStrobe	2	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00
SPK-STD-FM	Speaker - Standard, Flush Mount	7	\$ 132.30	\$ 119.07	\$ 833.49
SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box)	1	\$ 132.30	\$ 119.07	\$ 119.07
SPK-W-SM	Speaker - Appbay/Outdoor - Weatherized, Surface Mount	2	\$ 373.75	\$ 336.38	\$ 672.76
STR-2	G2 Strobe Light / Red LED	2	\$ 661.50	\$ 595.35	\$ 1,190.70

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by Custom Systems Design, Inc.	1	\$ 27,876.93	\$ 25,089.24	\$ 25,089.24
MISC	Travel/Per Diem for Install	1	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00
ST-SU	Station Configuration & Commissioning	1	\$ 3,055.56	\$ 2,750.00	\$ 2,750.00
ST-PM	Station Project Management	1	\$ 1,666.67	\$ 1,500.00	\$ 1,500.00
ST-ES	Station Engineering & Design Services	1	\$ 833.33	\$ 750.00	\$ 750.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase				
	Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 4,987.87	\$ 4,489.08	No Charge
	Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;				

STATION 02

Equipment Only: \$ 44,890.81

System:	\$ 75,980.05
Shipping:	\$ 978.00
Warranty & Support:	\$ -
Estimated Tax:	\$ -
Station Subtotal:	\$ 76,958.05

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.



Quote Submitted To:
City of Brenham, TX
Brenham Fire Department

Proposal:
TX_BNHM001 v4

PRIMARY DISPATCH SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	CAD Interface - Central Square Pro Suite (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	\$ 14,677.50	\$ 13,209.75	\$ 13,209.75

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate	1	\$ 3,662.75	\$ 3,296.48	\$ 3,296.48
GARI2-008R	Console Motorola Interface Cable	1	\$ 300.00	\$ 270.00	\$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-VM	G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)	1	\$ 10,008.00	\$ 9,007.20	\$ 9,007.20
GW-CM	Gateway Configuration & Modifications	50	\$ 373.75	\$ 336.38	\$ 16,819.00
GW-I-C	Gateway Installation / BY CUSTOMER (with Virtual Assistance by USDD Personnel)	1	\$ 431.25	\$ 388.13	\$ 388.13
GW-PM	Gateway Project Management	1	\$ 3,685.50	\$ 3,316.95	\$ 3,316.95
TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	1	\$ 5,008.75	\$ 4,507.88	\$ 4,507.88
TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	1	\$ 5,008.75	\$ 4,507.88	\$ 4,507.88

PRIMARY DISPATCH WARRANTY & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
[STANDARD] 1st YEAR WARRANTY & SUPPORT INCLUDED WITH INITIAL PURCHASE.					
RS-1YR-STD	Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 2,864.83	\$ 2,578.34	No Charge

DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	55,323.27
ALL SHIPPING SUBTOTAL:	43.00
ALL WARRANTY & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	-
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	55,366.27

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.



City Council Regular Meeting
AGENDA ITEM 11

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: December 18, 2025

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action — Executive Session discussion only.