NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, FEBRUARY 19, 2026 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags — Councilmember Leah Cook

3. Citizen Comments

CONSENT AGENDA

4. 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.

4.a. Approve the Minutes from the February 5, 2026 Regular City Council Meeting and the February 5, 2026 and February 9, 2026 Special City Council Meetings

4.b. Approve Ordinance No. O-26-002 on Its Second Reading Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in the Single-Family Residential (R-1) Zoning District on Approximately 0.68 Acres of Land Located at 1307 Hidden Creek Lane, and Further Described as Lot 3A, Block 1, Sycamore Hill Subdivision, in Brenham, Washington County, Texas (SPCUSE-25-0014)

4.c. Approve the Purchase of One (1) Chevrolet Tahoe SSV for the City of Brenham Animal Services from Lake Country Chevrolet, Through The Interlocal Purchasing System (TIPS) Contract No. 240901, in the Amount of $58,020.50, and Authorize the Mayor to Execute Any Necessary Documentation

4.d. Approve the Use of Seizure Funds by the City of Brenham Police Department for Specialized Training, in an Amount Not to Exceed $4,750.00, and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

5. Department Update: Administrative Services (City Secretary's Office, Purchasing Services and Animal Services)

REGULAR SESSION

6. **Discuss and Possibly Act Upon Resolution No. R-26-007, Authorizing the Revision of Contract No. 22-085-049-D302 with the Texas General Land Office (GLO) Related to the Community Development Block Grant-Mitigation (CDBG-DR) Program**

7. **Discuss and Possibly Act Upon Resolution No. R-26-010 Adopting A Three-Year Economic Development Strategic Plan**

8. **Discuss and Possibly Act Upon Bid No. 26-004 Related to the Purchase of Lime for the City of Brenham Water and Wastewater Utility System and Authorize the Mayor to Execute Any Necessary Documentation**

9. **Discuss and Possibly Act Upon a Chapter 380 Economic Development Agreement Between the City of Brenham and Rachael Beseda Related to the Life Safety Grant Program for Property Addressed as 216 W. Alamo Street, Brenham Texas, and Authorize the Mayor to Execute Any Necessary Documentation**

10. **Discuss and Possibly Act Upon a Chapter 380 Economic Development Agreement Between the City of Brenham and Century Property Holdings, LLC Related to the Life Safety Grant Program for Property Addressed as 114 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

11. **Discuss and Possibly Act Upon Resolution No. R-26-011 Authorizing and Approving Execution of an Equipment - Lease Purchase Agreement with Cadence Equipment Finance, A Division of the Huntington National Bank**

12. **Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

13. **Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Retirement of the City Manager, Potential Roles/Duties of the Retiring City Manager in Facilitating the Transition to a New City Manager, and the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues**

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, February 19, 2026 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Thursday, February 12, 2026 at 3:45 p.m.

Jeana Bellinger, TRMC, CMC
City Secretary

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

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

_____ _____
Signature Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, February 5, 2026 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Director of Engineering Richard O'Malley, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Shauna Laauwe, Joanne Hynes, Gabriela Trejo, Casey Redman and David Cella

Draft

Citizens/Others Present:

Barbara Archer, Ken Miller

Media Present:

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

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags — Councilmember Steve Soman

3. Citizen Comments

Barbara Archer addressed the City Council and requested the City Council provide answers to three questions: (1) How can the sandwich signs on the sidewalks in downtown be removed? She has a handicapped son and when they are downtown, she has to move the signs so that her son's wheelchair can continue on the sidewalk; (2) How does an ordinance get changed? and; (3) Who determines what types of businesses are allowed to open in Brenham?

CONSENT AGENDA

4. Statutory Consent Agenda

4.a. Approve the Minutes from the January 8, 2026 and January 22, 2026 Regular City Council Meetings

4.b. Approve a Payment of $137,067.11 to Blackmon Mooring for Construction-Related Services Performed at 506 South Austin Street, Brenham, Texas Due to a Building Fire on October 29, 2025 and Authorize the Mayor to Execute Any Necessary Documentation

4.c. Approve Resolution No. R-26-004 Authorizing the Submission of Grant Application No. 5806901 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Project Safe Neighborhoods Grant FY2027

4.d. Approve Resolution No. R-26-005 Authorizing the Submission of Grant Application No. 5795901 to the Office of the Governor, Public Safety Office, Criminal Justice Division for the Rifle-Resistant Body Armor Grant Program, FY2027

4.e. Approve a License Agreement Between the City of Brenham and the Vintage Farms Subdivision Owners Association Inc. for the Monument Sign Located in the Right-of-Way of the Vintage Farms Subdivision and Authorize the Mayor to Execute Any Necessary Documentation

4.f. Approve Resolution No. R-26-006 Adopting the Ice Cream Capital of Texas Brand Guide

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

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

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

No: None

Draft

Absent: None

PUBLIC HEARING

5. Public Hearing and Discussion to Consider Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in the Single-Family Residential (R-1) Zoning District on Approximately 0.68 Acres of Land Located at 1307 Hidden Creek Lane, and Further Described as Lot 3A, Block 1, Sycamore Hill Subdivision, in Brenham, Washington County, Texas (SPCUSE-25-0014)

Mayor Kenjura opened the Public Hearing at 1:06 p.m.

Shauna Laauwe, City Planner, presented this item. Laauwe explained that Dara Childs, the applicant, and Scott Bailey, the property owner, are requesting approval of a Specific Use Permit to construct a 16'x 20', 1-story (320 sq.ft.), detached accessory dwelling unit (ADU). The proposed detached ADU is intended to be utilized as either guest quarters or rental income. In addition to meeting the building codes and the requirements for structures and uses within the R-1 District, Section 10.02(4) of the Zoning Regulations lists six additional development standards for ADUs and the proposed ADU meets or exceededs each of the additional development standards.

Laauwe advised that no adverse impacts to adjacent properties or surrounding area are anticipated due to the proposed compatible residential use, site plan, and compliance with the additional development standards. Laauwe stated that on January 26, 2026, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP request.

Mayor Kenjura closed the Public Hearing at 1:15 p.m.

REGULAR SESSION

6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in the Single-Family Residential (R-1) Zoning District on Approximately 0.68 Acres of Land Located at 1307 Hidden Creek Lane, and Further Described as Lot 3A, Block 1, Sycamore Hill Subdivision, in Brenham, Washington County, Texas (SPCUSE-25-0014)

Shauna Laauwe, City Planner, presented this item. Laauwe explained that this is a companion item to the Public Hearing for the Accessory Dwelling Unit (ADU) in the R-1, Single-Family Residential District at 1307 Hidden Creek Lane to consider an

Draft

Ordinance on its first reading to approve the ADU.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve an Ordinance on its first reading amending Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham granting a Specific Use Permit to allow an Accessory Dwelling Unit (ADU) in the Single-Family Residential (R-1) Zoning District on approximately 0.68 acres of land located at 1307 Hidden Creek Lane, and further described as Lot 3A, Block 1, Sycamore Hill Subdivision, in Brenham, Washington County, Texas (SPCUSE-25-0014).

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

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

No: None

Absent: None

7. Discuss and Possibly Act Upon Award of Bid Related to the Brenham Family Park, Phase I Improvements, and Authorize the Mayor to Execute Any Necessary Documentation

Dane Rau, Director of Public Works, presented this item. Rau stated that bids for the 32-acre Brenham Family Park were opened on November 21, 2025. This project began in 2013 when Ed and Evelyn Kruse donated over 100 acres to the City for the park and after many years of planning along with receiving a Texas Parks and Wildlife Grant, we are now ready to award the bid for Phase I improvements.

Rau explained that five very reputable companies submitted bids and in order to have flexibility for consideration of the amenities, the bids were broken into a base bid and 7 alternates. The elements of the base bid include an amenity pond ranging from 2.5–3.5 acres, a 10' walking and biking trail encompassing 1 mile which can be extended in future phases, a pedestrian bridge, wildflower areas, up to 32 parking spaces, a bathroom facility, and numerous lighting options. Alternate R was an added alternate which consists of path markings throughout the 1-mile 10' concrete path to indicate bike and walking lanes.

Rau stated that MBC Management was the lowest bidder with a base bid of $4,121,965.00 and $15,000.00 for Alternate R. Rau stated that MBC Management has done work for the city in the past, so it is staff's recommendation is to award the bid to MBC Management for a total of $4,136,965.00 (Base Bid plus alternate R). Rau explained that funding for this project would come from the Brenham Community Development Corporation ($2.4M), the city's Tax Inrecment Reinvestment Zone ($1M),

Draft

and a Texas Parks and Wildlife Grant, ($750,000.00).

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award bid, including Alternate R, related to the Brenham Family Park, Phase I Improvements, to MBC Management in the amount of $4,136,965.00, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

8. Discuss and Possibly Act Upon Change Orders 1 Through 5 and Final Payment to D. L. Meacham, LP Related to Jackson St Park, Phase 1, Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Dane Rau, Director of Public Works, presented this item. Rau stated that the Jackson Street Park, Phase 1, improvements have been completed. Rau explained that the improvements included four new pickleball courts, renovations to the northern restroom facility, park lighting upgrades, a new playground, sidewalk and ADA connectivity. Rau stated that the final payment to DL Meachum would be $119,491.83 which includes several change orders amounting to $13,955.83.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Change Orders 1 through 5 and final payment to D. L. Meacham, LP. in the amount of $119,491.58 related to Jackson St Park, Phase 1, improvements and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

Draft

9. Discuss and Possibly Act Upon Resolution No. R-26-007, Authorizing the Revision of Contract No. 22-085-049-D302 with the Texas General Land Office (GLO) Related to the Community Development Block Grant-Mitigation (CDBG-DR) Program

This item was passed; no action was taken on this item.

10. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the US 290-SH 36 Interchange Utility Relocations and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr explained that the City wishes to enter into a Professional Service Agreement with Strand Associates, Inc., for engineering services related to the US 290-SH 36 Interchange Utility Relocations in preparation for the 290 Cloverleaf Project being conducted by TXDOT in 2028.

Bolenbarr stated that the Agreement will consist of designing services, bidding services, and construction services for the relocation of approximately 58,000 linear feet of existing utilities and the removal of 2,400 liner feet of overhead electric lines. The cost for these services, as shown in the Agreement, will be an amount not to exceed $1,260,000.00.

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. related to the US 290-SH 36 interchange utility relocations, in an amount not to exceed $1,260,000.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: Mayor Pro Tem Kolby, Councilmember Soman

Absent: None

11. Discuss and Possibly Act Upon Resolution No. R-26-008 Expressing Official Intent to Reimburse Certain Costs Related to Utility Projects

Julie Flagg, Chief Financial Officer, presented this item. Flagg explained that the

Draft

fees associated with the Professional Services Agreement with Strand Associates related to the US290-SH 36 Interchange utility relocation in the amount of $1,260,000.00, will be funded with a future issuance of Certificates of Obligation.

Flagg stated that the Resolution allows the City the ability to reimburse certain costs related to this professional services agreement for engineering services related to utility projects from a possible 2027 and/or 2028 issuance of Certificates of Obligation.

A motion was made by Councilmember Saunders and seconded by Councilmember Soman to approve Resolution No. R-26-008 expressing official intent to reimburse certain costs related to utility projects and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

12. Discuss and Possibly Act Upon Resolution No. R-26-009 Approving an Interfund Loan from the Electric Fund to the Gas Fund, Water Fund, and Wastewater Fund for Professional Services

Julie Flagg, Chief Financial Officer, presented this item. Flagg explained that due to the timing of the start of the US 290 - Hwy 36 Interchange project, staff is requesting the approval of an interfund loan from the Electric Fund to the Gas Fund, Water Fund, and Wastewater Fund to cover expenditures for costs associated with the project.

Flagg stated that the Electric Fund currently has sufficient reserves available for the interfund loan and the loan would be for a maximum of $1,260,000.00 and would be interest free.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Resolution No. R-26-009 approving an interfund loan from the Electric Fund to the Gas Fund, Water Fund, and Wastewater Fund and authorize the Mayor to execute any necessary documentation.

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

Draft

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

No: None

Absent: None

13. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to Project No. 66C-21C (KC Lift Station) & Project No. 65C-62C (KC Force Main Replacement) and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr stated that the City wishes to enter into a Professional Service Agreement with Strand Associates, Inc. for engineering services related to the KC Lift Station and the KC Force Main Replacement. The scope of work consists of design, bidding-related, and construction-related services for the Knights of Columbus lift station and force main replacement. Bolenbarr stated that this project is needed due to the growth in the Brenham Business Center and that this lift station is already at 100% capacity.

Bolenbarr explained that the project will consist of replacing the existing lift station with a new 500 gallon-per-minute lift station with electrical controls, supervisory control and data acquisition (SCADA) integration, a quick connect for a portable emergency generator, and connections of the existing sanitary sewers and force main. The force main replacement includes installation of approximately 3,700 linear feet of six-inch force main pipe. The Agreement will be for an amount not to exceed $305,000.00.

A motion was made by Councilmember Soman and seconded by Councilmember Wright to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to Project No. 66C-21C (KC Lift Station) & Project No. 65C-62C (KC Force Main Replacement) in an amount not to exceed $305,000.00 and authorize the Mayor to execute any necessary documentation.

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

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

Draft

No: None

Absent: None

14. Discuss and Possibly Act Upon a Contract Between the City of Brenham and Motorola Solutions for the BRINC "Drone As A First Responder" (DFR) Takeoff Program Through the Texas Department of Information Resources Contract No. DIR-CPO-5433 and Authorize the Mayor to Execute Any Necessary Documentation

Gary Boshears, Police Chief, presented this item. Chief Boshears stated that for several years, the Brenham Police Department has operated an Unmanned Aerial System (UAS) program to support a wide range of law-enforcement and public-safety operations. These operations include, but are not limited to, missing-person searches, security monitoring at large public events, crime-scene documentation, traffic-collision mapping, search-warrant support, and tactical operations. Chief Boshears stated that several of the Department's existing UAS platforms are approaching the end of their effective service life and present operational limitations.

Chief Boshears explained that the Department was offered the opportunity to participate in the BRINC "Drone as a First Responder" (DFR) Takeoff Program, in partnership with Motorola Solutions. This program provides a one-year, no-cost trial of the BRINC Responder UAS and Responder Station. This opportunity provides several operational enhancements over the Department's current UAS systems. These enhancements include the ability to remotely pilot the aircraft from a fixed station, automatic dispatch capabilities for designated calls for service, two-way audio communication with individuals on scene via an onboard speaker, and the ability to deploy emergency payloads such as naloxone (Narcan), epinephrine auto-injectors (EpiPens), personal flotation devices, and other lifesaving equipment when appropriate.

Chief Boshears explained that participation in the one-year Takeoff Program allows the Department to fully evaluate the operational value, effectiveness, and long-term feasibility of the Drone as a First Responder platform without any obligation to purchase or continue the service. At the conclusion of the trial period, the City may discontinue participation at no cost or elect to continue under a subscription model. If continued, the annual subscription cost is $79,999.00 and would be incorporated into the Department's annual operating budget through the normal budget development and approval process.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve a one-year, no cost, trial period contract between the City of Brenham and Motorola Solutions for the BRINC "Drone As A First Responder" (DFR) Takeoff Program through the Texas Department of Information Resources Contract No. DIR-CPO-5433 and authorize the Mayor to execute any necessary documentation.

Draft

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

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

No: None

Absent: None

15. Administrative/Elected Officials Report

Chief Financial Officer Julie Flagg reported on the increased cost of natural gas due to Winter Storm Fern (January 1-21, 2026). Flagg advised that due to this cost increase, citizens would see an increase in their residential gas bill.

City Manager Carolyn Miller reported on the following:

- Special City Council Meeting on Monday, February 9th at 1:00 p.m.
- Black History Month Forum will be held every Monday in January at the Cannery Kithhcen at 6:00 p.m.
- Fortnightly Book Sale runs from January 16 through January 21st at the Washington County Fairgrounds
- Next City Council meeting will be on Thursday, January 19th.

ADJOURN

Draft

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A Special Meeting of the Brenham City Council was held on Thursday, February 5, 2026 beginning at 3:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Councilmember Adonna Saunders

City of Brenham Staff Present:

City Manager Carolyn Miller, Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Chief Financial Officer Julie Flagg, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Shauna Laauwe, Gabriela Trejo

Citizens/Others Present:

Citizens: Mary K. Maxwell, Jared Engelke, Strand Associates

Brenham Community Development Corporation (BCDC) Board Members:Charles Moser, John Hasskarl, Darrell Blum, Ken Miller, Gary Crocker, Wade Seidel and Jim Kolkhorst

Planning and Zoning Commission Members: Keith Behrens, Darren Heine, Deanna Alfred and Calvin Kossie

Media Present:

Jason May, Brenham Banner Press, Josh Blaschke, KWHI

DRAFT

1. Call Meeting to Order

WORK SESSION

2. Discussion and Presentation on Special Utility Districts, Including Public Improvement Districts and Municipal Utility Districts

Stephanie Doland, Director of Development Services, presented this item. Doland explained that during the development review process, staff has received inquiries about the availability of special utility districts (SUDs) within the City. At this time, no SUDs exist within either the City or Washington County. Doland stated that special utility districts such as public improvement districts (PIDs) and municipal utility districts (MUDs) are increasingly common as financing mechanisms for development. These districts are regulated by the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Code, and they may be used to finance public improvements such as water, sewer, drainage, streets, and parks.

Doland introduced Naina Magon, David Hawes and Scott Bean from Hawes Hill & Associates, LLP, a consulting firm with experience in creating development financing tools, to provide information on special districts. They presented on the following:

- Municipal Management Districts
    - Purpose/Use
    - Eligibility Criteria
    - Powers and Duties
    - Services and Projects
    - Revenue
    - Creation Process
- Public Improvement Districts (PID)
    - Purpose
    - Creation Process
    - Revenue
    - Eligible Projects
    - Services and Assessment Plan
    - Administration
    - Development and Financing Agreements
    - Benefits to the City
    - Benefits to the Developer
    - Benefits to the Property Owner
    - PID Assessments
    - Special Assessment PID Bonds
    - Flow of Bond Proceeds
- Municipal Utility Districts (MUD)
    - Legislative Authority
    - Creation Process
    - TCEQ Evaluation
    - Established with a Temporary Board
    - Benefits to the Developer
    - Consideration for the City
- Special Utility Districts
    - Legislative Authority

DRAFT

    - Creation Process
- Layering of Tools
- Choosing the Right Tools

ADJOURN

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A Special Meeting of the Brenham City Council was held on Monday, February 9, 2026 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Councilmember Paul LaRoche

City of Brenham Staff Present:

City Manager Carolyn Miller, City Secretary/Director of Administrative Services Jeana Bellinger, Director of HR and Risk Management Susan Nienstedt

Citizens/Others Present:

None

Media Present:

None

Draft

1. Call Meeting to Order

City Council adjourned into Executive Session at 1:01 p.m.

EXECUTIVE SESSION

2. Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Retirement of the City Manager, Potential Roles/Duties of the Retiring City Manager in Facilitating the Transition to a New City Manager, and the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues

Executive Session adjourned at 1:58 p.m.

ADJOURN

_____
Atwood C. Kenjura
Mayor

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Draft

ORDINANCE NO. O-26-002

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.68 ACRES OF LAND ADDRESSED AS 1307 HIDDEN CREEK LANE, BEING FURTHER DESCRIBED AS SYCAMORE HILL SUBDIVISION BLOCK 1, LOT 3A, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Dara Childs, applicant and Scott Bailey, the owner of the 0.68 acres of land generally located on the west side of South Saeger Street and addressed as 1307 Hidden Creek Lane, being further described as Sycamore Hill Subdivision Block 1, Lot 3A, in Brenham, Washington County, Texas (the "Property"), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on January 26, 2026; and

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

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

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit for an Accessory Dwelling Unit (ADU), more particularly described in Exhibit "B", in an R-1 Single-Family Residential use zoning district on approximately 0.68-acres of land addressed as 1307 Hidden Creek Lane, being further described as Sycamore Hill Subdivision, Block 1, Lot 3A in Brenham, Washington County, Texas, said 0.68 acres of land being shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. A building permit shall be applied for and secured within six (6) months from the time of granting the Specific Use Permit; provided, however, that the City may authorize an extension of this time upon recommendation by the Planning and Zoning Commission.

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

a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;

b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;

c. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

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

PASSED and APPROVED on its first reading this the 5th day of February 2026.

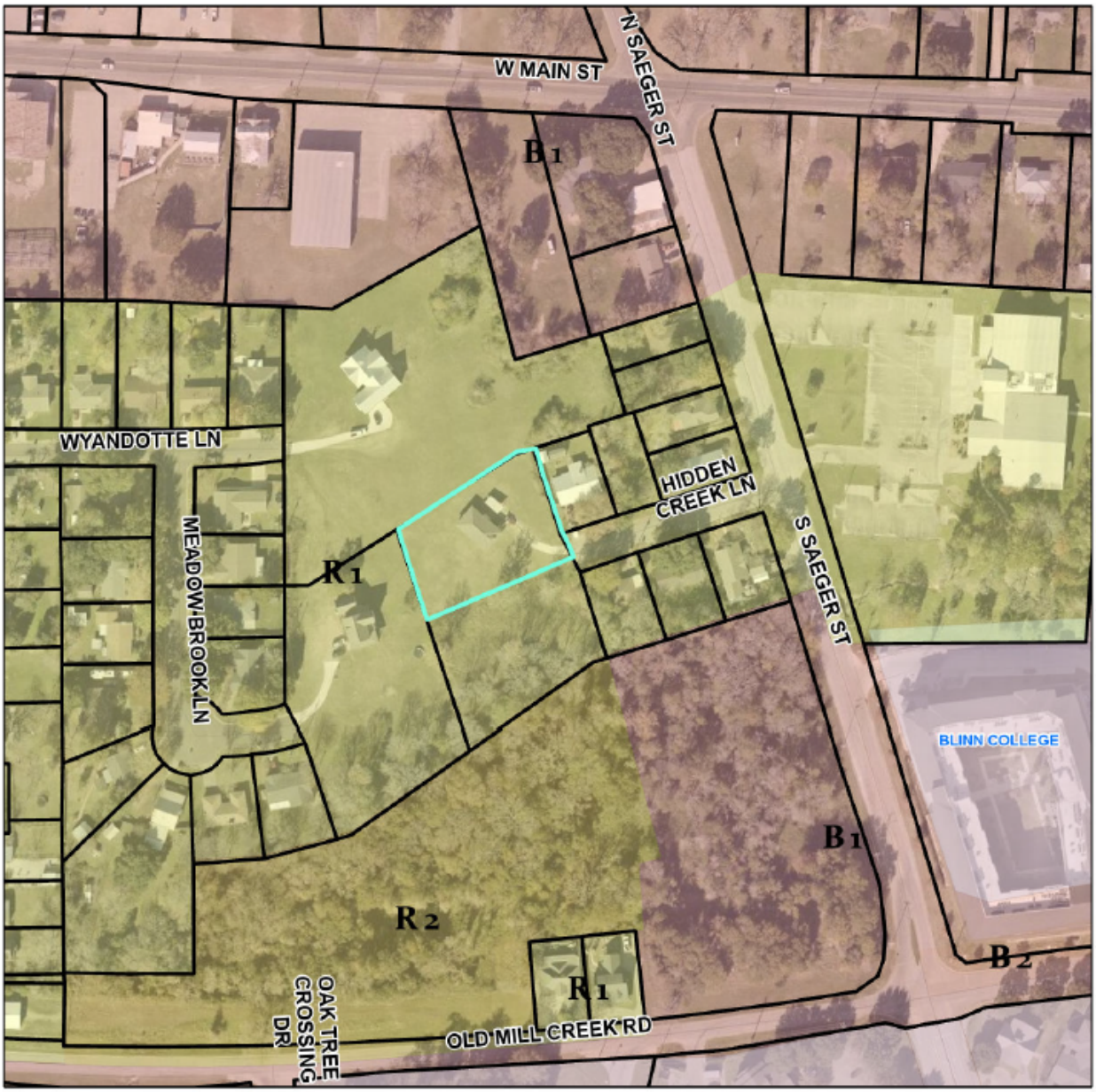
PASSED and APPROVED on its second reading this the 19th day of February 2026.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map
Specific Use Permit for ADU
1307 Hidden Creek Street

Legend

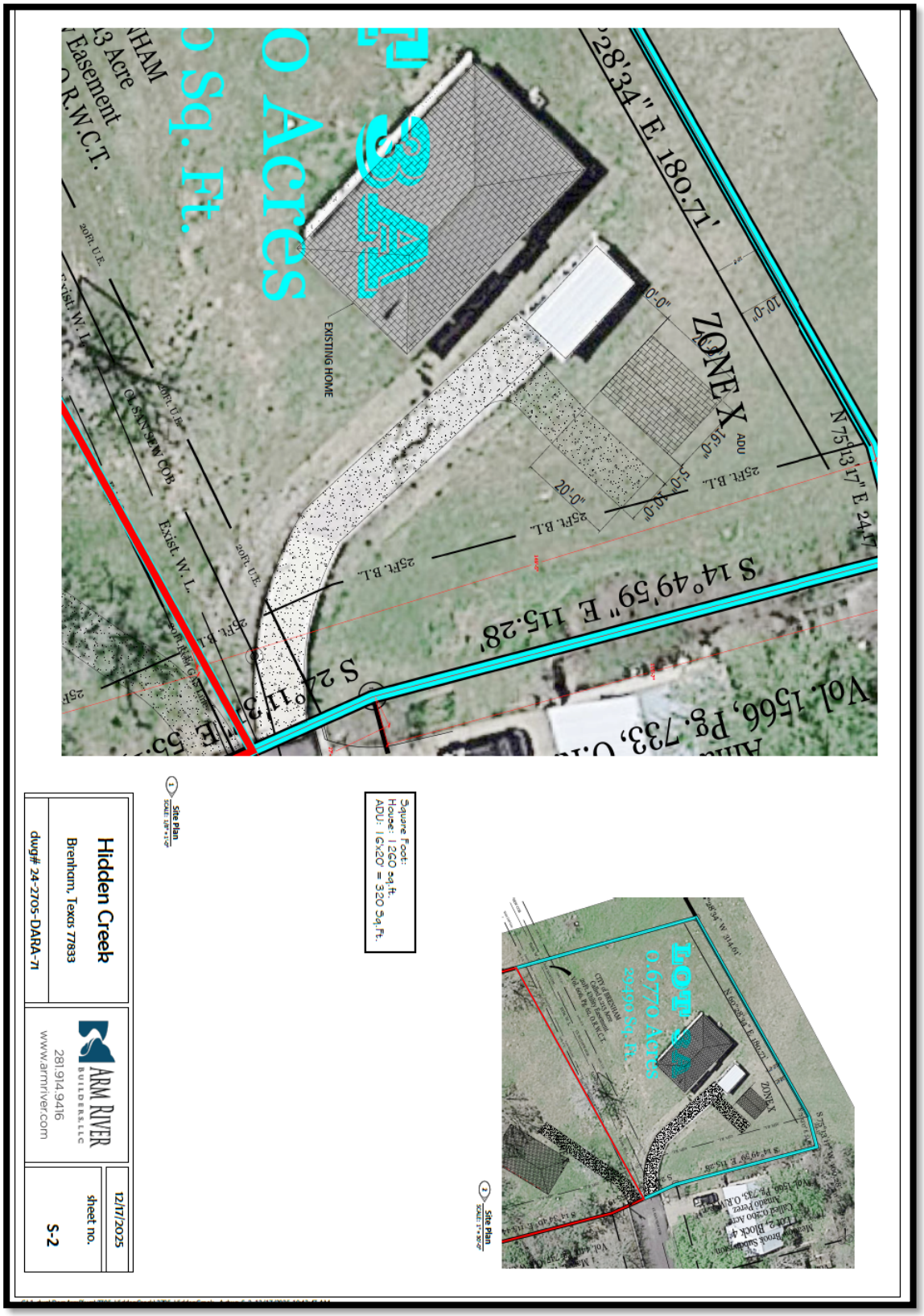
Zoning
- B1 Local Business Mixed
- B2 Commercial Research and Technology
- R1 Residential Single Family
- R2 Mixed Residential

N

0 30 60 120 Feet

City of Brenham

EXHIBIT "B"
Site Plan



City Council Regular Meeting

AGENDA ITEM 4.c

Agenda Item: **Approve the Purchase of One (1) Chevrolet Tahoe SSV for the City of Brenham Animal Services from Lake Country Chevrolet, Through The Interlocal Purchasing System (TIPS) Contract No. 240901, in the Amount of $58,020.50, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: February 19, 2026

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

Staff obtained a quote for this vehicle from Silsbee Fleet on TIPS contract 240901 for Automobiles. TIPS (The Interlocal Purchasing System) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements.

The purchase will be with TIPS vendor 5426 — Lake Country Chevrolet. The total purchase price is $58,020.50 for the one (1) Chevrolet Tahoe SSV, which does not include equipment installation for the vehicle. The additional equipment will be purchased on a separate purchase order and installed in-house by City Maintenance personnel. The vehicle is currently in stock and available for immediate delivery.

ATTACHMENTS:

1. TIPS Quote

RECOMMENDATION:

Approve the purchase of one (1) Chevrolet Tahoe SSV for the City of Brenham Animal Services from Lake Country Chevrolet, through the Interlocal Purchasing System (TIPS) Contract No. 240901, in the amount of $58,020.50, and authorize the Mayor to execute any necessary documentation.

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF BRENHAM
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: CHEVY TAHOE SSV
Date: January 26, 2026

A. **Bid Item:** **A. Base Price:** **$ 54,775.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	5W4 2026 TAHOE SSV 4X4	$ 5,975.00	5W4	SSV PACKAGE	
L84	5.3L V8 W/AUTOMATIC	$ -	QAE	TIRES A/S	
MQC	10 SPEED TRANS	$ -	NZV	20" MACHINED ALUMINUM	$ 1,100.00
AMF	KEY FOBS 6 TOTAL	$ 75.00	AZ3	AZ3 - Seats, front 40/20/40 split-bench	$ -
6J7	FLASHER SYSTEM	$ -	BTV	REMOTE START	$ -
T53	RED & BLUE LID WARNING LIGHTS	$ 565.00			
PQA	SAFETY PACKAGE	$ 875.00			
				Total of B. Published Options:	**$ 8,590.00**
				Published Option Discount (5%)	**$ (444.50)**

C. **Unpublished Options** **$=** 0.0 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR-GAZ WHITE	$ -
		INTERIOR - JET BLACK CLOTH H1T	
		NO MORE FACTORY CONSOLE * **	
		ON THE FLIP DOWN SEAT/ CONSOLE	
		1GNS6LED1TR196588	
		Total of C. Unpublished Options:	**$ -**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ -**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ -**

F. **Contract Price Adjustment:** BRENHAM DISCOUNT **$ (5,500.00)**

G. **Additional Delivery Charge:** 300 **miles** **$ 600.00**

H. **Subtotal:** **$ 58,020.50**

I. **Quantity Ordered** 1 **x H =** **$ 58,020.50**

J. **Trade in:** **$ -**

K.

L. **Total Purchase Price** **$ 58,020.50**

City Council Regular Meeting

AGENDA ITEM 4.d

Agenda Item: **Approve the Use of Seizure Funds by the City of Brenham Police Department for Specialized Training, in an Amount Not to Exceed $4,750.00, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: February 19, 2026

Department: Police

Staff Contact: Gary Boshears, Police Chief

SUMMARY STATEMENT:

The Police Department is requesting City Council authorization to utilize asset forfeiture funds to send two officers from the Crime Reduction Unit (CRU) to attend Narcotics, Vice, and Street Crimes Supervisor Training in Phoenix, Arizona.

This specialized training is designed for personnel overseeing narcotics, vice, and targeted enforcement operations. Instruction includes supervision of critical incidents, oversight of narcotics and vice investigations, illegal gambling operations, murder-for-hire cases, and the psychological considerations associated with undercover assignments. Participation will strengthen the CRU's supervisory capacity and enhance the unit's effectiveness in addressing narcotics activity and violent crime within the community. This course offering in Phoenix represents the closest available location to Brenham.

The department is requesting authorization to expend an amount not to exceed $4,750 from asset forfeiture funds to cover registration and associated travel expenses, including airfare, lodging, and ground transportation for the two officers. Use of asset forfeiture funds for training directly related to law enforcement operations is an allowable expenditure under state guidelines.

ATTACHMENTS:

None

RECOMMENDATION:

Approve the use of Seizure Funds by the City of Brenham Police Department for specialized training, in an amount not to exceed $4,750.00, and authorize the Mayor to execute any necessary documentation.

City Council Regular Meeting

AGENDA ITEM 5

Agenda Item: **Department Update: Administrative Services (City Secretary's Office, Purchasing Services and Animal Services)**

Meeting Date: February 19, 2026

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

The City Council will be provided a brief update on the following departments:

- City Secretary's Office
- Purchasing Services
- Animal Services

ATTACHMENTS:

1. Admin Services Presentation

RECOMMENDATION:

No action required - discussion only.

Administrative Services

February 19, 2026

City Secretary's Office
Purchasing Services
Animal Services

1

City Secretary

- The City Secretary is appointed by City Council. It is a statutory position required by State law and the City's Charter.
- Functioning much like the Secretary of State, the City Secretary is the local official who maintains the integrity of the election process, ensures transparency and access to city records, and facilitates the city's legislative process.
- The City Secretary acts as the compliance officer for federal, state, and local statutes, including the Open Meetings Act and Public Information Act, and serves as the filing authority for campaign finance reports and conflict of interest disclosure statements.

2

City Secretary's Office

- Consist of 2 full-time employees, 1 half-time employee (shared with PD), and 1 part-time employee
- The responsibilities of the City Secretary's Office (CSO) include:
  - Oversee the preparation and organization of City Council agendas, packets and required documentation
  - Administer the application/appointment process for the City's 15 advisory boards/commissions
  - Establish and enforce policies for creating, storing, retaining and disposing of City records
  - Maintain the City's Code of Ordinances
  - Process requests for public information
  - Validate Texas Alcoholic Beverage Commission applications
  - Administer and maintain records of liens and releases for properties undergoing code enforcement actions

3

City Secretary's Office

- In FY25, the CSO completed:
  - ✓Two elections:
    - General Election (4 offices)
    - Special Charter Election (12 Propositions)
  - ✓27 Council meetings; 346 items; 2,394 pages
  - ✓Issued 36 alcohol permits, 32 liens/releases, 10 mobile home park permits
  - ✓Processed 934 requests for information – resulting in:
    - 74,391 pages of documents
    - 219 videos
    - 75 briefs to the Attorney General



4



CSO Success stories

- Added Gabriela "Gabby" Trejo to our team in September 2025
- Completed the manual transcription and scanning of historical City Council minute books (April 1867 to April 1888)
- Implemented new public information software to help us more accurately track requests and meet statutory release guidelines
- Awarded Municipal Clerk's Office Achievement of Excellence Award by the Texas Municipal Clerk's Association
- Gabby began the Texas Municipal Clerk's Certification Program
- Jeana was elected by her peers to serve as Secretary for the Texas Municipal Clerk's Association

5

Purchasing Services

Purchasing Services is a behind-the-scenes department that quietly keeps the City running.

Our duties stretch far beyond "buying stuff." they include things such as:

- Supplier identification, evaluation, and selection
- Finding cost-saving opportunities
- Work with department heads to help them find good/services that meet their needs and establish correct procurement methods
- Ensure purchased goods and services meet required specifications, applicable laws, and purchasing policies
- Maintain strong and professional relationships with vendors
- Manage procurement contracts and renewals

6



Purchasing Services

- Purchasing Services has 2 full-time employees
- FY25 we:
  - Processed 856 purchase orders
  - Prepared 12 new bid documents and/or requests for proposals (RFPs)
  - Renewed 5 agreement/contract extensions
- So far for FY26:
  - 393 Purchase orders
  - 7 new bid documents or RFPs

7

Animal Services ILA

- Exchange of Services ILA with the County was signed in December 2013. The ILA mandates the following services be provided at no cost to either entity:
  - Washington County provides Jail Services, Emergency Medical Services (EMS) and 9-1-1 Communications
  - City of Brenham provides: Fire Services, Animal Services, and Library
- In regards Animal Services, the ILA outlines the following:
  - Animal Control Services: Performed at the request and under the direction of the Washington County Sherriff or his/her designee
  - Sheltering Services: The City shall provide sheltering services to all County residents, and County law enforcement officials, when needed. The City shall not be required to accept an animal for sheltering in the event the City does not have adequate space at its shelter to properly house the animal.

8

New Programs & Ideas



- Microchipping
- Doggy Day Out
- Spay and Neuter Program (SNAP) - Partnership with Animal Friends of Washington County
- Trap-Neuter-Release (TNR) Program

9

Animal Services Overview

- Responsible for protecting public health and safety while ensuring the humane treatment of animals within the City of Brenham and Washington County
- 12,000 sq ft facility built in 2015
  - 138 kennels, 12 isolation kennels
  - 4 play yards
  - Surgery room
- Number of employees
  - 7 full-time employees; 2 part-time employees
  - Veterinarian, Dr. Charles Mohr, joined the team in February 2025
- 7,977 calls for assistance were received in FY25; averaging 665 calls per month
- Transport partners include shelters in:
  - Boise, Idaho
  - Cache, Utah
  - Sterling, Massachusetts

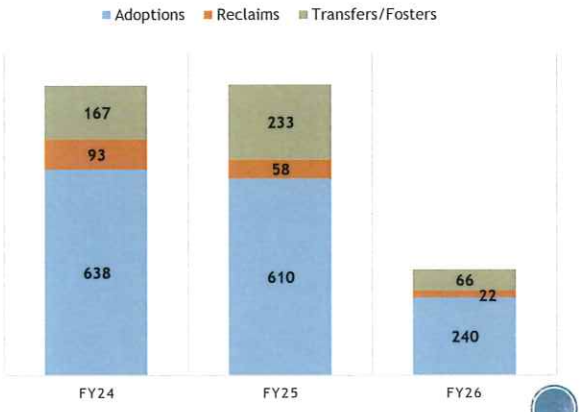
10

Animal Services Statistics

Animal Intakes



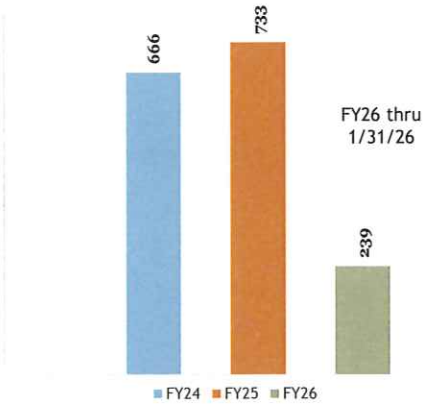
Adoptions/Reclaims/Transfers



11

Animal Services Statistics

Animal Control Calls



FY25 Top 10 ACO Calls

- Stray Animals At Large
- Wildlife
- Owned Animal At Large
- DOA (Dead Animal)
- County Bite Cases
- Dog/Cat Bites
- Welfare Checks
- Set Trap
- Wildlife in Trap
- Agency Assists

12

Community Engagement & Impact



Community support plays a key role in animal welfare outcomes. Brenham Animal Services is blessed to have community support which is evident by the following:

- 37 active volunteers
  - 1,322 volunteer hours last year
- 65 adoption events held
- 135 microchips distributed
- 33 Doggy Day Out participants
- Over $40,000 in donations from the community

13



Where are we going?

- Maintain our "No Kill Shelter" status
- Rewrite animal ordinances to reflect best practices
- Create a comprehensive Animal Services Department Manual
- Implement a permanent Trap-Neuter-Return (TNR) Program
  - 29 cats sterilized since program launched in October 2025
- Continue the Spay & Neuter Program
  - 42 animals sterilized since the program launched in December 2024
- Find ways to place long-stay dogs (4+ months) into permanent homes
  - Loco - 416 days
  - Gordon - 356 days
  - Bo - 202 days

14

Questions?



Administrative Services Team

Jeana Bellinger, City Secretary/Director of Administrative Services

Kyle Branham, Purchasing/Public Works Project Manager

Megan Gray, Animal Services Manager

15

City Council Regular Meeting

AGENDA ITEM 6

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-26-007, Authorizing the Revision of Contract No. 22-085-049-D302 with the Texas General Land Office (GLO) Related to the Community Development Block Grant-Mitigation (CDBG-DR) Program**

Meeting Date: February 19, 2026

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

We are nearing completion of the seven (7) drainage projects that stemmed from grant funding for Hurricane Harvey disaster relief. These seven (7) projects are all great benefits to the City of Brenham and will help mitigate future flood areas to accommodate major rainfall events.

We have worked with Public Management, Strand Engineering and the General Land Office over the last year on these projects, which involve progress meetings, site visits and pay applications as progress has moved forward. We have good news in which, overall, there will be savings in the total contract amount. This resolution is needed to allow for a final closeout with the General Land Office and to true up the payment applications as we are nearing completion.

As the resolution states, the total projected project costs (construction/engineering/environmental/grant management) are $6,127,009.53. The City's contribution will be $1,125,366.53. With several change orders throughout the duration, it is estimated that there will be roughly $302,297.00 in savings throughout these seven (7) projects.

By passing this Resolution, we can move forward with the General Land Office and move to final payment.

ATTACHMENTS:

1. Resolution No. R-26-007
2. Attachment A

RECOMMENDATION:

Approve Resolution No. R-26-007 authorizing the revision of contract No. 22-085-049-D302 with the Texas General Land Office (GLO) related to the Community Development Block Grant-Mitigation (CDBG-DR) program and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-26-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE REVISION OF CONTRACT NO. 22-085-049-D302 WITH THE TEXAS GENERAL LAND OFFICE (GLO) RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-DR) PROGRAM.

WHEREAS, the City of Brenham has received a Community Development Block Grant award to provide infrastructure improvements; and

WHEREAS, construction bids for this project exceeded available grant funds by $1,434,567.00; and

WHEREAS, change orders to the construction contract have reduced the total contract by $302,297.00; and

WHEREAS, the grant budget originally included $20,603.47 for acquisition that was unused; and

WHEREAS, the improvements through the Hurricane Harvey Drainage & Flood Hazard infrastructure project are vital to the City's disaster mitigation and resiliency.

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

That Community Development Block Grant – Mitigation (CDBG-MIT) program contract #22-085-049-D302 is hereby revised by the City of Brenham.

1. That the total work to be performed will address drainage improvements to seven locations around the City, outlined in Attachment A.
2. That Contract No. 22-085-049-D302 be for $5,001,643.00 of grant funds to provide for drainage improvements to the Hurricane Harvey Drainage & Flood Hazard infrastructure project.
3. That the City of Brenham is allocating additional local contribution in the amount of $13,700 for specialized environmental services and $1,061,649.53 for construction of the CDBG-MIT project bringing total local contributions to $1,125,366.53
4. That the total project cost is $6,127,009.53 to include construction, engineering, environmental and administration services.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, fair housing, and civil rights requirements.

PASSED AND APPROVED on this 19th day of February 2026.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

Docusign Envelope ID: CE4F3248-0BD3-4204-BB9B-92D3AE1A301F

CITY OF BRENHAM
22-085-049-D302

PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the Hurricane Harvey State Most Impacted and Distressed (SMID) Competition and this Contract, City of Brenham (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $5,001,643.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: CE4F3248-0BD3-4204-BB9B-92D3AE1A301F

Flood and Drainage Facilities

Subrecipient shall improve storm drainage systems, install new storm sewer culverts, and complete all associated appurtenances. Construction shall take place at the locations identified in below, including midpoint coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Burleson Street Crossing	At Burleson Street 1,015' north of Autumn Rain Drive 30.180337, -96.409053	One (1) Public Facility		
North Saeger/West Jefferson Street Storm Sewer Improvements	At North Saeger Street approximately 150' south of West Jefferson Street, northward along North Saeger St, thence eastward on West Jefferson Street to an outfall at Higgins Branch Creek 30.167168, -96.413561	1517 LF		
Higgins Branch Creek Streambank Improvements	Higgins Branch Creek approximately 160' south of East Blue Bell Road, thence southwestward along the creek for 680' 30.176393, -96.396760	700 LF		
Baylor Street Storm Sewer Improvements	At South Baylor Street approximately 230' south of East Commerce Street, thence southward for 670' 30.164778, -96.396533	670 LF		
Commerce Street/Steelhorst Street Storm Sewer Line	At East Alamo Street 140' east of Clinton Street, southward between two properties, crossing East Commerce Street and railroad tracks to Steelhorst Street, thence eastward to Dark Street, thence southward for 840'. 30.166044, -96.393081	1603 LF		
Hogg Branch Creek from Key Street to Day Street Streambank Improvement	At South Jackson Street eastward along Hogg Branch Creek, crossing Key Street, continuing eastward to South Day Street 30.15753, -96.39980	495 LF		

Docusign Envelope ID: CE4F3248-0BD3-4204-BB9B-92D3AE1A301F

Tom Dee Street Storm Sewer Line	At Tom Dee Street 250'north of East Tom Green Street eastward to Marie Street between two properties, thence northward to Durden Street 30.158693, -96.390304	331 LF		
These Activities shall benefit then thousand one hundred eighty-five (10,185) persons. Of these persons, five thousand three hundred fifty (5,350), or fifty-two and fifty-three hundredths' percent (52.53%), are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$5,001,643.00	~~$50,017.00[1]~~ $1,125,366.53	~~$5,051,660.00~~ $6,127,009.53
TOTAL	$5,001,643.00	~~$50,017.00[1]~~	~~$5,051,660.00~~

[1] **CITY OF BRENHAM GENERAL FUND TO BE USED TOWARD CONSTRUCTION AND SPECIAL ENVIRONMENTAL COSTS.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

City Council Regular Meeting

AGENDA ITEM 7

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-26-010 Adopting A Three-Year Economic Development Strategic Plan**

Meeting Date: February 19, 2026

Department: Economic and Community Development

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

SUMMARY STATEMENT:

In November 2024, the Brenham Economic Development Corporation (BCDC) authorized the selection of Marketing Alliance, Inc. with the objective of recommending targeted industries appropriate for economic development for both the City of Brenham and Washington County. The process began in January 2025 with community stakeholder interviews, a review of indicators relative to community assets and overall research and analysis. In October 2025, Marketing Alliance, Inc. delivered a plan that takes into account the momentum of growth that our community is experiencing with an eye toward the future.

ATTACHMENTS:

1. Strategic Plan Presentation
2. Resolution No. R-26-010
3. Strategic-Plan-Final

RECOMMENDATION:

Approve Resolution No. R-26-010 adopting a Three-Year Economic Development Strategic Plan and authorize the Mayor to execute any necessary documentation.

Brenham | Washington County
Economic Development

Marketing Alliance

Three-Year Economic Development Strategic Plan

1

5 Strategic Priorities

1. Business Retention and Expansion
2. Targeted Business Recruitment
3. Marketing and Promotion
4. Workforce and Talent Development
5. Entrepreneurship and Innovation

2

Targeted Industries

Advanced Food and Beverage Processing



Biomedical Supplies and Packaging



Ag-Tech and Animal Health



Precision Metal and Equipment Manufacturing



Value-Add Wood Products and Modular Housing Components



3

Alignment with Bigger. Better. **Texas.**

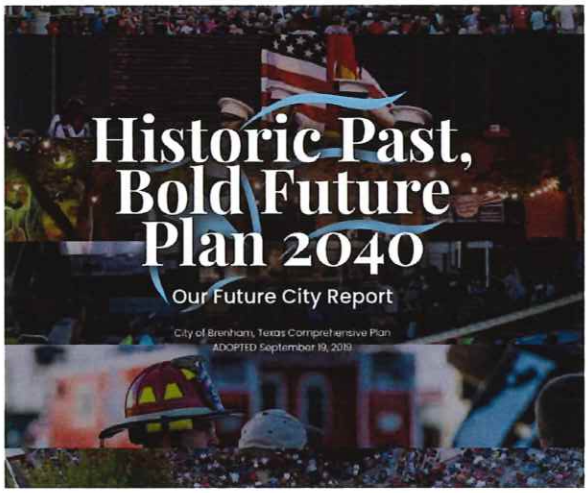


- ✓Shared Target Industries
- ✓Workforce Development Synergies
- ✓Infrastructure and site readiness
- ✓Rural Competitiveness and Balanced Growth

4

Alignment with Brenham Plan 2040

- ✓Downtown Revitalization
- ✓Housing Diversity and Affordability
- ✓Infrastructure Investment and Growth Management
- ✓Transportation and Connectivity
- ✓Governance and Interagency Collaboration



5

Next Steps – Implementation Framework

- Share Plan with Stakeholders ✓
- Tools and Activities Identified ✓
- Continue to work with Marketing Alliance on Site Selection Prospects (Phase 2)

Brenham | Washington County
Economic Development

Marketing Alliance

6

RESOLUTION NO. R-26-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, ADOPTING A THREE-YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN

WHEREAS, on November 7, 2024 the Brenham Community Development Corporation (BCDC) selected Marketing Alliance, Inc. to prepare a three-year economic development strategic plan for Washington County and the City of Brenham; and

WHEREAS, the process began in January 2025 with stakeholder interviews, research of community assets and data indicators; and

WHEREAS, in May 2025 the State of Texas issued their strategic plan through the Governor's office titled "Bigger. Better. Texas" which was reviewed to ensure complimentary positioning; and

WHEREAS, in November 2025 the completed Plan was presented to all the stakeholders and was recommended for approval by the Washington County Commissioners and the City of Brenham City Council; and

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

Section 1: That Council hereby adopts the Three-Year Economic Development Strategic Plan dated October 1, 2025 to September 30, 2028, attached here to.

Section 2: That the updated Economic Development Strategic Plan shall be in full force and effective upon passage of this Resolution, and shall supersede any prior existing Economic Development Strategic Plans.

PASSED AND APPROVED on this the 19th day of February 2026.

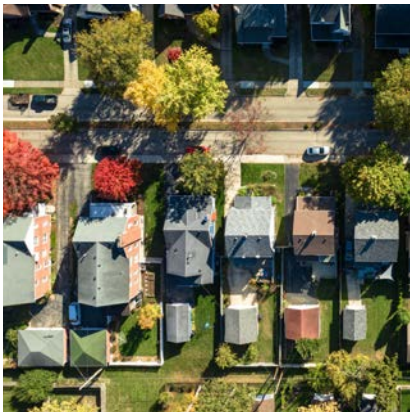
_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary







Brenham | Washington County
Economic Development

THREE-YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN

October 1, 2025 to September 30, 2028

TABLE OF CONTENTS

Introduction 3
Executive Summary 4
SWOT Analysis 6
Strengths 7
Weaknesses 7
Opportunities 7
Threats 8
Target Industries 9
Advanced Food and Beverage Processing 10
Precision Metal and Equipment Manufacturing 11
Biomedical Supplies and Packaging 12
AG-Tech and Animal Health 13
Value-Add Wood Products and Modular Housing Components 14
Priorities 16
Priority Area 1: Business Retention and Expansion 17
Priority Area 2: Targeted Business Recruitment 18
Priority Area 3: Marketing and Promotion 19
Priority Area 4: Workforce and Talent Development 21
Priority Area 5: Entrepreneurship and Innovation 22
Special Section: Conference Participation 24
Data Insights 25
Data Snapshot: Understanding Brenham's Economic Foundation 26
Economic Development Ecosystem 28
Alignment with the 2025 State of Texas Economic Development Strategy 32
Alignment with the Brenham Plan 2024 34
Implementation Framework and Key Performance Indicators 35
Appendices 37
Appendix A - Selected Data Tables 38
Economic 38
Resident 39
Household 40
Dwelling/Housing 41
Construction 42
Workforce 43
Livability 44
Appendix B - Methodology and Sources 45

INTRODUCTION

The City of Brenham and Washington County are experiencing real and measurable growth. Positioned between three of the fastest-growing metro areas in Texas, the region is seeing increased interest from businesses, developers, and new residents alike. With this momentum comes a need for thoughtful planning. The catalyst of this plan was the desire to confirm whether the County's targeted industries remain the right fit and to determine what new industries could shape a stronger future. The economic landscape must be ready not only to support the businesses already here, but also to attract industries that will help the community thrive in the decades ahead.

Unlike most Texas cities, Brenham and Washington County bring a distinctive mix of scale, character, and community values to the table. That difference required a strategic plan designed with a unique approach, not a cookie-cutter model. This plan reflects a careful balance of quantitative data and qualitative insights, blending metrics with the perspectives of local stakeholders to create strategies that are practical, measurable, and true to the region's identity.

This Strategic Plan provides a focused, results-driven roadmap to guide Brenham and Washington County's continued growth. While many partners contribute to the region's economic success, this plan emphasizes the activities that fall specifically within the scope and responsibility of Brenham | Washington County Economic Development. It is also recognized that some of these activities are already being carried out by the organization. Those efforts should continue and, where applicable, be more formally structured and measured according to the metrics defined in this plan.

Brenham and Washington County have long taken a deliberate approach to growth... one that values stability, civic pride, and a deep connection to place. That identity is more than cultural; it's a competitive advantage. Employers and residents alike appreciate Brenham and Washington County's clarity of purpose and commitment to doing things the right way. The challenge moving forward is to protect those defining traits while positioning the region for long-term economic opportunity.

This three-year strategy lays out a clear set of priorities and actionable steps that will allow the county to grow competitively without compromising the quality of life that makes Brenham and Washington County truly distinctive. In addition to qualitative insights offered by stakeholders, this strategy is grounded in an analysis of regional and state-level data, benchmarking against peer communities, and alignment with the 2025-2029 Texas Economic Development Strategic Plan. It examines key factors such as labor force trends, site readiness, industry targets, infrastructure capacity, and marketing positioning to provide a comprehensive view of the region's current status and future potential.

The core of the plan is organized around five strategic priority areas:

1. Business Retention and Expansion
2. Targeted Business Recruitment
3. Marketing and Promotion
4. Workforce and Talent Development
5. Entrepreneurship and Innovation





EXECUTIVE SUMMARY

The economic trajectory of the City of Brenham and Washington County will be shaped by intentional decisions and a commitment to proven strategies. As the county navigates challenges related to site availability, infrastructure, workforce and housing, this plan serves as a practical framework for driving progress. Grounded in economic development best practices, it provides the guidance and structure needed to help the community pursue prosperity with clarity and confidence.

The strategies presented in this document are relevant to the current realities, resources and potential of the City of Brenham and Washington County. It builds on existing collaboration among public, private, and institutional partners… partnerships that must remain strong as the region moves forward. Rather than a checklist or aspirational vision, this is a practical, action-oriented roadmap to guide activities, investments, and decisions from October 1, 2025, through September 30, 2028.

At the core of the plan are five strategic priority areas identified through best practices, stakeholder input and reinforced by data analysis. The first is **Business Retention and Expansion**, focused on strengthening relationships with existing employers and supporting their continued growth. The second is **Targeted Business Recruitment**, which aims to attract high-potential industries that align with the region's assets and long-term goals. A third area, **Marketing and Promotion**, includes efforts to elevate the visibility of the City of Brenham and Washington County among site selectors, business leaders, and other key audiences. **Workforce and Talent Development** serves as the fourth priority area, ensuring the region can supply the skilled labor needed to support current employers and future investment. Rounding out the framework is **Entrepreneurship and Innovation**, which emphasizes support for startups and small businesses, helping to cultivate a more dynamic, diverse, and resilient local economy.

Each of these areas includes a practical set of measurable actions that can be implemented, tracked, and refined over time. Together, they form a focused and intentional framework to guide economic growth in a way that aligns with the county's strengths and aspirations.

Priority One: Business Retention and Expansion

Supporting existing businesses is one of the most effective and cost-efficient strategies for economic development. This priority centers on building strong relationships with local employers, proactively addressing challenges, and creating a supportive environment for long-term growth. Activities such as structured business visits, executive engagement, centralized resource development, and roundtables are aligned with national best practices in Business Retention and Expansion (BRE) and will be detailed further in the plan.

Priority Two: Targeted Business Recruitment

Attracting the right companies to Brenham and Washington County requires a strategic approach inspired by and aligned with the Greater Brazos Partnership plan. This priority centers on identifying high-potential industry sectors that reflect both the region's collective strategy and Brenham's unique strengths in infrastructure, workforce, and logistics. A focused business attraction plan will guide recruitment efforts and ensure consistency with broader regional goals, supported by customized, professional marketing materials. Outreach will be carried out through targeted lead generation, site selector engagement, and curated familiarization tours (both in-person and virtual) to showcase the county's competitive assets to drive meaningful investment.

Priority Three: Marketing and Promotion

Raising the visibility of Brenham and Washington County as a business destination requires clear, consistent messaging across digital, print, and in-person channels. This priority emphasizes the development of a unified marketing strategy, an optimized web presence, and professional marketing assets that reflect the county's strengths. It also includes expanded outreach through media and social platforms, while empowering local partners to serve as ambassadors. Together, these efforts will sharpen the region's voice, tell its story more effectively, and elevate its presence with site selectors, business leaders, and key stakeholders.

Priority Four: Workforce and Talent Development

A skilled, adaptable workforce is essential to long-term economic success. This priority centers on aligning education and training efforts with employer needs,





strengthening partnerships with schools and training providers, and making workforce resources more accessible. Key initiatives include regularly assessing talent gaps, enhancing career and technical education pathways, promoting existing programs, and deepening industry-education collaboration. At the same time, marketing efforts will aim to attract and retain skilled talent by highlighting the county's quality of life and career opportunities.

Priority Five: Entrepreneurship and Innovation

Fostering entrepreneurship and innovation will strengthen the local economy by supporting homegrown business growth, diversifying revenue sources, and positioning the region as a place where ideas and startups can thrive. Brenham | Washington County Economic Development can expand its impact by complementing existing SBDC services, filling gaps through new resources, visibility tools, and programming. Key efforts include developing a centralized small business resource hub, launching a business acceleration program for growth-stage and underserved entrepreneurs, encouraging co-working and innovation spaces, hosting high-visibility pitch events and showcases, and expanding access to capital through localized microgrant or loan programs. Together, these initiatives aim to build a more resilient and inclusive entrepreneurial ecosystem.

Expected Results

If a single economic development professional, supported by administrative resources and strong regional partners, is executing the five identified priority areas (**Business Retention and Expansion**, **Targeted Business Recruitment**, **Marketing and Promotion**, **Workforce and Talent Development**, and **Entrepreneurship and Innovation**), measurable progress can be achieved over the next three years.

In **Business Retention and Expansion (BRE)**, the team member could complete 20 to 25 visits with local employers yearly, tracking insights in the current EDOiQ CRM system and identifying 5 to 6 priority challenges to address. These efforts could help retain or expand 3 to 5 businesses and strengthen long-term employer relationships.

For **Targeted Business Recruitment**, the city and county could build and begin executing a focused recruitment strategy aimed at 3 to 4 high-potential industry sectors. Yearly outreach efforts could include 30 to 40 contacts with prospects, site selectors, or partners, with the potential to land 1 to 2 significant project wins and develop a pipeline of interest for future years.

Marketing and Promotion efforts could include 1 to 2 major digital campaigns annually, refreshed marketing collateral, and more consistent storytelling across web, print, and social media. A key milestone would be the launch of a new, dynamic website that serves as a 24/7 marketing platform… equipped to tell the region's story, feature available sites, host data dashboards, and drive lead generation. This enhanced digital presence could improve SEO performance, elevate brand perception, and increase engagement with key audiences nationwide.

Within **Workforce and Talent Development**, the team member should continue to facilitate annual employer roundtables or surveys, coordinate with partners to support new or enhanced career pathways, and collaborate on efforts to promote the region's workforce advantages. As being done currently, continue to promote opportunities online at www.washcotxjobs.com. Over three years, these efforts and partnerships could help connect 50 to 75 residents with new training or job placement opportunities.

In **Entrepreneurship and Innovation**, up to 5 startups or small business expansions could be supported yearly through events, curated resources, and access to capital or mentorship. A localized resource hub could reach hundreds of users annually, while pitch nights and showcases could help build momentum and visibility for local ventures.

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS

SWOT ANALYSIS

BRENHAM | WASHINGTON COUNTY ECONOMIC DEVELOPMENT

This internal analysis evaluates the organizational readiness of Brenham | Washington County Economic Development. It considers how current tools, systems, and staffing are supporting progress, and where additional improvements could strengthen project delivery, stakeholder alignment, and long-term capacity. The SWOT framework provides a clear structure for understanding internal strengths and weaknesses alongside external opportunities and threats. In this case, it draws on stakeholder feedback, data review, and benchmarking against peer organizations to assess how the team is positioned to deliver on its mission.

The following bullets highlight key organizational strengths, weaknesses, opportunities, and threats, offering a focused view of the dynamics that shape Brenham | Washington County Economic Development's ability to succeed.

Strengths

- Brenham | Washington County Economic Development is more communicative than in years past. Increased transparency has helped rebuild trust and strengthen community confidence, creating a stronger foundation for collaboration, stakeholder engagement, and long-term support for key initiatives.
- Experienced leadership with strong local support and networks. Long-standing trust among partners supports collaboration and quick problem-solving.
- New staff have added technical expertise and private-sector experience, especially in data analysis and project tracking.
- Regional research support from Greater Brazos Partnership helps extend local capacity without requiring new hires.
- Dedicated incentive funds in City and County budgets support flexibility and responsiveness.
- Reputation for consistency and professionalism with business decision makers and site consultants provides a competitive advantage.

Weaknesses

- Limited team capacity stretches internal resources across core functions like business retention, recruitment, marketing, and compliance... diluting focus, slowing strategic progress, and making it harder to pursue new opportunities or respond quickly to emerging needs.
- Current marketing efforts lack the storytelling depth and creative execution needed to fully capture and communicate the unique strengths of the City of Brenham and Washington County. Compelling copy, smart design, video testimonials, and interactive maps can bring the community's story to life... engaging target audiences and elevating perception.

Opportunities

- Continue to provide an annual update, delivered as a presentation and as a formal report on the new Brenham | Washington County economic development website. This will enhance transparency, highlight measurable progress, and reinforce the community's commitment to sustained implementation and accountability.
- Partnering more formally with Blinn, SBDC, and Greater Brazos Partnership can fill capacity gaps in workforce training, small business support, and grant development.
- Recruit a network of local business leaders to act as ambassadors for the region. These champions could assist with business attraction efforts, provide peer input on retention challenges, and serve as credible voices in marketing materials or familiarization tours.
- Expand the current, internal performance dashboard to regularly track KPIs across all five priority areas, helping staff focus efforts, demonstrate accountability, and support data-informed decision-making for future initiatives.

- Develop a professional development program for the economic development team, including certifications, site selector engagement, and best practice exchanges with peer communities to stay current and increase team capacity.
- Strengthen collaboration with utility partners and real estate professionals by formalizing their role in marketing, recruitment, and BRE efforts, ensuring their insights are regularly integrated into strategy and execution.

Threats

- Competing communities are increasing staff and marketing budgets, which could leave the City of Brenham and Washington County under-resourced in a fast-moving market.
- Public skepticism toward incentives and development decisions can surface if transparency is not consistently reinforced. In Brenham and Washington County, incentive discussions and votes take place in open sessions with press present, and all agreements are filed in accordance with state requirements. Even with these safeguards, clear communication remains essential. Explaining how projects are evaluated, how incentives are awarded, and what the long-term community benefits will be helps ensure residents see the process as both fair and effective.
- In a tight labor market, workforce development programs may struggle to keep pace with employer needs, especially if training resources or partner alignment are limited. Gaps in coordination could undermine talent pipelines and delay business expansion.
- Entrepreneurship and small business efforts could stall without sufficient local champions or funding tools in place. If partners defer to one another without a lead convener, promising ventures may go unsupported, reducing overall business dynamism.

TARGET INDUSTRIES

TARGET INDUSTRIES

ADVANCED FOOD AND BEVERAGE PROCESSING

Strategic Rationale

Advanced food and beverage processing is a well-established industry in the City of Brenham and Washington County and represents one of the most dependable and culturally-aligned targets for future growth. It builds upon the community's proven track record of success in the sector while offering a path to incremental expansion that supports infrastructure investments, skilled employment, and regional agriculture.

Blue Bell Creameries and Del Sol Foods stand as long-term examples of how food production can thrive in the City of Brenham and Washington County, supporting families, reinforcing local identity, and operating in a way that respects the community's expectations for quality and stability. These companies offer more than economic value. They provide a model of how industry and community can grow together.



Looking ahead, national trends point toward smaller, more agile processing facilities that prioritize regional logistics, food safety, and product innovation. The City of Brenham and Washington County's location, infrastructure, and workforce put it in a strong position to attract the next generation of companies in this evolving sector.

Industry Outlook

Food and beverage processing is shifting toward regionalization, traceability, and automation. These trends are creating opportunities for mid-sized communities with the ability to support specialized production and cold-chain logistics. Key factors driving the sector include:

- Supply chain re-shoring: Companies are bringing operations closer to domestic markets to reduce delays and ensure resilience. Texas has been a major beneficiary of this shift.
- Growth of mid-sized brands: Emerging food and beverage companies are seeking expansion sites outside major metros, where costs are lower and logistics remain strong.
- Rising demand for clean-label and specialty foods: Consumers increasingly want minimally processed, health-oriented products. This has fueled growth in companies seeking smaller facilities with high food safety standards.
- Cold-chain investment: National cold storage capacity has expanded significantly since 2021, reflecting the growing need for perishable logistics tied to regional production hubs.
- Technology integration: Food manufacturers are investing in automation and digital controls, requiring more skilled labor and reducing reliance on high-volume, low-skill operations.

Competitive Position

The City of Brenham and Washington County offers a highly competitive environment for food and beverage processing based on several key advantages:

- Proven operational success: Nationally recognized employers like Blue Bell and Del Sol Foods demonstrate that large-scale food production can operate efficiently and responsibly in the City of Brenham and Washington County.
- Existing cold-chain infrastructure: The community has refrigerated warehousing, logistics providers, and utility systems suited to food-grade operations, shortening ramp-up times for new employers.
- Available industrial sites: Multiple shovel-ready properties are in development, including sites with potential rail access. These locations are being prepared to support advanced manufacturing with key infrastructure such as water, gas, and broadband utilities.
- Workforce and training assets: Blinn College and Brenham ISD offer training in logistics, process technology, and industrial maintenance. Local employers benefit from a labor pool accustomed to quality standards and shift-based operations.
- Market access: With close proximity to Houston, Austin, San Antonio, and Dallas, companies can serve over 10 million consumers while avoiding urban congestion, permitting delays, and high land costs.

- Utility capacity: Needed and expected water and wastewater upgrades can ensure long-term availability for process-intensive operations. This will position the City of Brenham and Washington County ahead of many peer communities struggling with system constraints.
- Cultural fit: Food manufacturers, especially those that are privately held or family-owned, value consistency, trust, and shared values. The City of Brenham and Washington County provides an environment where those expectations are met.

Conclusion

Advanced food and beverage processing is a practical, proven, and high-fit industry. As the sector evolves, the community's longstanding reputation, available infrastructure, and commitment to workforce readiness make it a preferred location for companies that want to grow responsibly and stay for the long term.

PRECISION METAL AND EQUIPMENT MANUFACTURING

Strategic Rationale

Precision metal and equipment manufacturing is a natural extension of Washington County's industrial base. It complements existing businesses, leverages the region's skilled workforce, and offers scalable growth aligned with community values that emphasize steady, long-term investment.

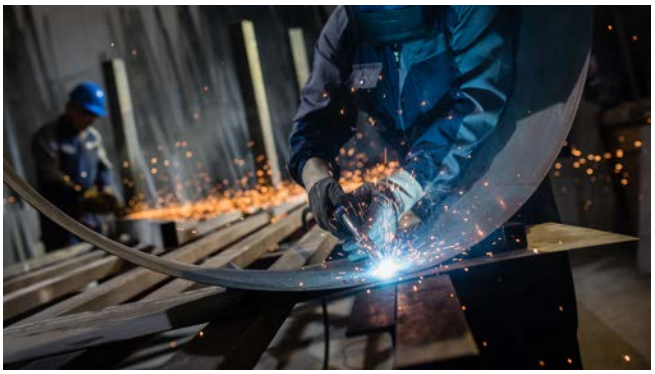
This sector forms the backbone of American manufacturing, supporting industries such as energy, construction, agriculture, and logistics. These industries are all deeply rooted in Texas. These businesses typically invest significantly in equipment, value workforce expertise, and seek communities that provide stability, robust infrastructure, and room for expansion. Washington County meets these criteria.

Current employers in the region, including oilfield service providers, machine shops, and Bencor's circuit-board operation, demonstrate that advanced fabrication, precision assembly, and custom equipment work can thrive here. With strategic site development underway and a growing focus on workforce training, Brenham is well positioned to attract additional investment in this critical industry.

Industry Outlook

Precision metal manufacturing is experiencing growth, driven by several key trends:

- Reshoring of manufacturing: Companies are bringing operations back to the U.S. to mitigate supply chain disruptions, increasing demand for domestic precision manufacturing facilities.



- Technological advancements: Adoption of automation, robotics, and advanced CNC machines is enhancing production efficiency and precision, requiring a more skilled workforce.
- Growth in key sectors: Industries such as aerospace, defense, and renewable energy are expanding, driving demand for precision metal components and equipment.
- Emphasis on quality and customization: There is a growing need for high-quality, customized metal products, favoring manufacturers capable of small-batch, specialized production.

Competitive Position

Washington County offers several advantages that make it a compelling location for metal and equipment manufacturers seeking expansion or relocation:

- Established local capabilities: A network of small and mid-sized machine shops and service firms already exists in the county. These firms offer contract machining, welding, fabrication, and electronics assembly. This creates a foundation for supplier networks and contract manufacturing relationships.
- Skilled workforce pipeline: With programs in industrial technology, welding, and mechatronics, Blinn College provides a direct path for developing the advanced skills required in modern fabrication environments. The region's emphasis on hands-on training aligns well with industry expectations.
- Industrial site readiness: Pad-ready acreage with utility access is under active development. This is particularly attractive for firms shipping heavy or oversized goods.
- Strategic logistics position: Located between Houston and Austin and served by U.S. 290 and State Highway 36, Brenham offers efficient access to ports, energy corridors, and OEMs across the state. The region is well suited for firms serving multiple metro markets without the regulatory friction of urban industrial zones.
- Reliable power and infrastructure: Metal and equipment

manufacturing often relies on high electric loads and gas service. Brenham benefits from the support of Bluebonnet Electric Cooperative and ongoing water and wastewater upgrades, ensuring that growth can occur without service disruptions.

- Cultural alignment: Equipment and metalworking companies tend to value straightforward permitting, long-standing community relationships, and a skilled workforce that takes pride in quality work. These are areas where the City of Brenham and Washington County excel.

Conclusion

Precision metal and equipment manufacturing fits Washington County in both scale and spirit. It rewards the kind of reliability, technical skill, and work ethic that already define the region's economy. As the industry continues to modernize, companies will seek out communities that can supply talent, sites, and long-term operational certainty. Brenham and Washington County's position is clear: it offers a stable base, room to grow, and a workforce built for precision. With targeted infrastructure and continued investment in technical education, the region is poised to welcome new employers that strengthen what the community already does well.

BIOMEDICAL SUPPLIES AND PACKAGING

Strategic Rationale

Biomedical supplies and packaging offers Washington County a pathway into a durable, high-value segment of the manufacturing economy. It is an industry that values operational cleanliness, workforce precision, and long-term facility investment. These attributes align well with the community's infrastructure, training systems, and development philosophy.



While the broader biomedical field often brings to mind research labs and hospitals, the packaging and supply side is fundamentally a manufacturing operation. It includes the production of sterile wraps, tubing, diagnostic containers, surgical kits, PPE, and medical-grade plastics. These are high-margin, regulated products consumed in volume by health systems across the country.

Washington County already supports advanced manufacturing in electronics, food-grade environments, and custom fabrication. These sectors share important overlaps with biomedical production: attention to cleanliness, repeatable processes, and supply chain reliability. With rising demand and increasing interest in near-shore facilities, the county has a clear opportunity to support the manufacturing side of healthcare in a way that matches its scale and capabilities.

Industry Outlook

The biomedical supplies and packaging industry has seen sustained growth driven by demographic trends, expanded healthcare spending, and regulatory shifts that favor traceability and domestic sourcing. Key factors shaping the sector include:

- Post-COVID supply chain reconfiguration: Health systems and suppliers are shifting production back to the U.S. after pandemic-era disruptions exposed risks in overseas sourcing.
- Growth in outpatient and home healthcare: More procedures are taking place outside hospitals, increasing demand for single-use, pre-packaged, sterile supplies that can be shipped directly to providers and patients.
- Emphasis on automation and clean environments: Modern facilities rely on automated systems for inspection, sealing, and traceability, creating demand for technicians, maintenance personnel, and quality control professionals.
- Regulatory stability: Compliance with FDA and ISO standards encourages long-term investment in purpose-built facilities and stable communities with predictable permitting.
- Texas is becoming increasingly competitive in attracting medical manufacturing, especially along the I-35 and I-45 corridors. Smaller communities with reliable infrastructure, a capable workforce, and proximity to regional distribution centers are seeing new investment. Many of these firms are seeking to decentralize while maintaining strict GMP (Good Manufacturing Practice) compliance.

Competitive Position

Washington County is well positioned to attract biomedical supplies and packaging firms based on several competitive advantages:

- Proximity to major medical hubs: Located roughly 100 miles from the Texas Medical Center, the world's largest concentration of healthcare institutions, Brenham offers strategic access without the real estate costs and regulatory congestion of urban areas.
- Clean-site industrial potential: Pad-ready sites can be configured to meet ISO-class cleanroom and food-grade standards. Utilities and high-speed fiber enhance site appeal for regulated manufacturers.
- Workforce with transferable skills: The City of Brenham and Washington County's workforce includes food production operators, circuit-board assemblers, and logistics staff experienced in GMP and traceability protocols. Programs at Blinn College can be tailored to meet FDA and ISO training needs, especially in quality assurance and mechatronics.
- Low seismic and climate risk: Compared to Gulf Coast counties or California, Brenham offers low exposure to hurricanes, earthquakes, and regulatory volatility. These conditions are attractive to insurers and compliance officers.
- Cultural alignment: Biomedical manufacturing brings clean, technical jobs with minimal traffic or land use impacts. Firms in this sector tend to be privately held, quality-focused, and operationally conservative. These traits align well with local expectations.
- Infrastructure capacity and readiness: Water and wastewater upgrades are underway, and the community benefits from stable electric service. These utilities support water-intensive processes such as sterilization, rinsing, and cooling.

Conclusion

Biomedical supplies and packaging presents Washington County with a strategic opportunity to grow its industrial base without compromising its identity. The industry values the very strengths this community offers: stability, quality, and long-term thinking. As healthcare continues to evolve, Washington County is prepared to offer a reliable home for companies that make the products patients and providers count on every day.

AG-TECH AND ANIMAL HEALTH

Strategic Rationale

Ag-tech and animal health represent a future-focused sector that fits naturally within Washington County's agricultural roots. Rather than reshaping the local economy, this target builds on existing land uses, cultural identity, and practical strengths. It offers a path for Washington County to support innovation in livestock care, precision agriculture, and ag-manufacturing without straining infrastructure or disrupting the character of the community.

These industries are not centered on high-visibility campuses or large urban payrolls. Instead, they focus on applied science, equipment reliability, and measurable improvements in how farmers and ranchers produce food and care for animals. Most of the companies in this space are small to mid-sized, led by technical founders or rural entrepreneurs. They are seeking testbeds, modest-scale manufacturing sites, and access to real-world users. Washington County offers all three.

This is a long-term strategy and should be approached with realistic expectations. Firms in ag-tech and animal health are often capital-efficient but slow to scale. Recruitment tends to happen through relationships rather than broad marketing campaigns. Still, when the right company finds the right setting, the return is steady, values-aligned, and enduring.

Industry Outlook

The agriculture and veterinary sectors are undergoing rapid transformation as technology continues to change how land and livestock are managed. Several national trends reinforce the strength of this target:

- Precision agriculture as the new standard: Producers now expect tools for soil sensors, yield mapping, and remote irrigation systems. These technologies require testing environments on real farms to refine and validate their effectiveness.
- Growth in veterinary diagnostics and pharmaceuticals: Smaller firms using lean models and contract manufacturing are driving innovation in this space. They need clean sites, utility-ready facilities, and trusted logistics, but do not require dense urban centers.
- Rising investment in livestock and pet health: With global protein demand increasing, producers are focused on solutions related to genetics, nutrition, and disease management.
- Public and private funding growth: Investment, particularly from land-grant universities such as Texas A&M, continues to rise in this sector. This supports

commercialization efforts and helps firms scale faster.

- These trends favor communities that offer land access, workforce stability, and institutional proximity. Washington County is well-positioned across all three factors.

Competitive Position

The region brings together multiple assets that strengthen its case as a destination for ag-tech and animal health operations:

- Proximity to Texas A&M and the RELLIS Campus: Located less than 50 miles away from one of the world's leading institutions in veterinary medicine and agricultural research, Brenham provides access to institutional support without the costs and congestion of urban environments.
- Agricultural landscape and ranching infrastructure: The county's farms and ranches serve as real-world testing environments for precision equipment, diagnostics, and feed technologies.
- Workforce and training alignment: Blinn College offers programs in welding, electrical systems, and industrial maintenance that match the skill needs of ag-tech and light manufacturing firms.
- Right-sized industrial land and utilities: Washington County offers 10 to 30-acre build-ready sites equipped with broadband, water, and gas service. These are well suited for companies in this sector, which rarely need massive campuses
- Cultural alignment with founders and operators: Many entrepreneurs in this field have backgrounds in farming or veterinary sciences. They tend to choose communities that understand land stewardship and production cycles, which makes Brenham a natural fit.
- Supportive ecosystem for early-stage firms: Some companies may require flexible space or shared services in the early stages. Local organizations such as the SBDC and Brazos Valley EDC can provide valuable support without placing demands on local budgets or staffing.

Conclusion

Ag-tech and animal health offer Washington County a pathway to grow an innovative and resilient sector that is deeply aligned with the region's values and economy. This opportunity is not likely to bring overnight transformation, but it does bring steady, meaningful gains. With the right partnerships, sites, and support, Washington County can become a home for companies that improve the future of food and animal care while respecting the pace and integrity of rural life.

VALUE-ADD WOOD PRODUCTS AND MODULAR HOUSING COMPONENTS

Strategic Rationale

Value-add wood products and modular housing components represent a practical and community-aligned target industry for Washington County. These sectors directly address one of the region's most pressing challenges: the need for attainable, workforce-oriented housing for young professionals, families, and essential employees. By supporting the production of materials that enable faster, more affordable home construction, the county can respond to its housing shortage while also generating steady jobs, taxable value, and supply chain resilience.

This target is not focused on large-scale timber operations or raw material processing. Instead, it prioritizes smaller to mid-sized manufacturers that specialize in engineered products such as cabinetry, roof trusses, panelized floor and wall systems, and modular home components. These firms produce goods that streamline on-site construction and reduce labor intensity, making housing development more cost-effective and scalable.

Such operations are clean, land-efficient, and compatible with general industrial zoning. They also provide skilled and semi-skilled production roles that align with Brenham's existing workforce strengths in mechanics, materials handling, and equipment operation.

Industry Outlook

The housing and construction materials sector is evolving rapidly as national demand for affordable homes continues to outpace supply. In response, builders are adopting new methods and materials to increase output while managing cost and labor constraints. Key industry trends include:

- Expansion of off-site construction methods: National builders are embracing panelized and modular techniques to reduce labor needs, standardize quality, and speed up timelines.



- Rising cost of traditional site-built construction: Labor shortages and rising wages are prompting builders to source pre-fabricated elements that reduce time and cost per home.
- Increased urgency around housing affordability: Local governments, employers, and developers are under pressure to expand attainable housing options. Modular and panelized systems offer one of the few scalable ways to respond quickly.
- Growth of workforce housing developers: A growing number of developers specialize in workforce and middle-income housing, creating demand for dependable, regional suppliers of modular components and materials.
- Sustainability and material efficiency: Factory-built components often generate less waste and allow for better material control, aligning with evolving environmental standards and developer preferences.
- Together, these trends point toward a growing opportunity for communities that can support regional housing demand by producing the components that make homes more accessible.

Competitive Position

Washington County is well suited to attract companies in this sector and support their long-term success, based on several core advantages:

- Clear and growing housing demand: Median home prices in Washington County have risen nearly 50 percent in the past five years. Local employers are increasingly concerned about housing affordability, particularly for entry-level and mid-career workers.
- Proximity to growing regional housing markets: Brenham is within two hours of multiple high-growth exurban counties around Houston, Austin, and Bryan-College Station. This provides manufacturers with broad access to builders without the land costs or permitting burdens of urban locations.
- Available industrial land with utility access: Current site development efforts include parcels with 5 to 20 acres, suitable for wood product and modular component firms. These sites include access to power, water, sewer, and broadband, as well as space for truck maneuvering and materials storage.
- Logistical access to timber supply chains: While not a timber-producing county, Brenham sits close to East Texas lumber yards and distributors, enabling consistent inbound deliveries of dimensional wood and engineered products.
- Workforce alignment with production needs: Brenham's labor pool includes welders, assemblers, and heavy equipment operators. These are transferable skills commonly required in modular assembly, cabinet manufacturing, and materials processing.
- Business-friendly permitting and operations environment: Washington County offers a regulatory climate that supports practical investment. Unlike dense metros, where manufacturing projects may face opposition or delays, the region provides a clear, predictable path to occupancy.
- Strong market fit for small to mid-sized firms: Companies in this space are often privately owned, regionally focused, and interested in locations that offer community support, reasonable overhead, and long-term operational consistency. Washington County matches these priorities closely.

Conclusion

Value-add wood products and modular housing components offer a unique opportunity for Washington County to address a local need while growing its tax base and industrial sector. These firms supply critical materials to solve the region's housing challenge and generate jobs that reflect the area's existing workforce strengths. With suitable sites, transportation access, and a culture that supports steady investment, Brenham is in a strong position to attract companies that want to build the homes working families need while operating in a way that aligns with community values.





PRIORITIES

PRIORITY AREAS AND KEY INITIATIVES

PRIORITY AREA 1: BUSINESS RETENTION AND EXPANSION

Supporting and strengthening existing businesses is one of the most effective strategies for economic growth. This priority area focuses on building strong relationships with local employers, understanding their challenges, and helping them grow in place. The following activities reflect national best practices in business retention and expansion (BRE):

Key Initiatives:

» Establish a Structured Business Visitation Program

Develop a proactive and data-informed Business Retention and Expansion program focused on building relationships with employers who have the most significant impact on the local economy. This includes major tax contributors, top employers by workforce size, high-growth companies with expansion potential, and businesses showing early signs of risk (such as workforce challenges, leadership changes, or space constraints).

The program should prioritize a minimum of 20 targeted company visits per year, guided by a standardized outreach calendar. Each visit should be structured around a consistent set of questions that gather insights on workforce needs, capital investment plans, regulatory issues, and satisfaction with local services. The EDOiQ CRM system will be used to capture feedback, track follow-up actions, and ensure accountability across the team and partner organizations.

To maximize impact, visits should include both executive-level engagement and operational perspectives, where possible. By identifying business challenges early and aligning support resources effectively, the BRE program can help retain jobs, facilitate expansions, and build long-term loyalty with the region's most important employers.

» Launch an Executive Call Program for Key Employers

Each year, proactively engage C-suite and senior leadership from 15 to 18 of the county's most significant employers through a formal Executive Call Program. Focus efforts on companies in Washington County's key target industries, such as advanced manufacturing, logistics and distribution, agriculture and food processing, professional services, and healthcare, to ensure alignment with the sectors driving local economic growth.

These structured, high-level conversations will gather critical insights on workforce, supply chain, infrastructure, and expansion needs. The program acts as both a relationship-building initiative and a business intelligence tool, helping to identify potential risks or opportunities before they surface publicly. Insights should be tracked in a shared CRM, with follow-up actions coordinated across local and regional partners as needed.

Executed consistently, this annual outreach will strengthen trust with anchor employers, inform strategy, and reinforce Brenham | Washington County Economic Development's role as a connector, problem solver, and advocate for business success.

» Create a Business Support Resource Hub

Develop an online Business Support Resource Hub as part of a new, dynamic economic development website. This hub should serve as a go-to destination for existing businesses seeking tools, contacts, and guidance related to workforce training, financing, expansion planning, permitting, and navigating local and state processes.

Given the small size of the economic development team, centralizing these resources digitally ensures broader reach, 24/7 accessibility, and operational efficiency. The site should be designed for easy navigation and include downloadable guides, relevant partner links, contact directories, and FAQ sections. It's also important to actively promote the resource hub through social media, newsletters, and partner organizations to ensure local employers know where to turn for support, without relying solely on team availability.

This investment not only expands capacity but reinforces Brenham | Washington County Economic Development's role as a responsive, modern connector for business growth.



» Host Semi-Annual Industry Roundtables

Continue to convene semi-annual roundtable events tailored to the region's target industries to foster dialogue between local employers, educators, and workforce partners. These sessions will create a structured space to recognize trends, discuss shared challenges, and identify collaborative opportunities that support retention, talent development, and supply chain resilience.

In line with economic development best practices, these roundtables will be intentionally designed to build trust, strengthen communication channels, and ensure local leaders feel heard and supported. Each event will include curated content, such as a guest speaker, panel, or facilitated discussion, on timely topics affecting that industry (e.g., automation, workforce retention, federal funding opportunities, regulatory shifts, etc.).

As the convener, Brenham | Washington County Economic Development will ensure the format is business-friendly (e.g., breakfast or lunch format, 90 minutes or less), with clear takeaways and opportunities for follow-up. Outcomes from these sessions can inform policy recommendations, program development, and public-private initiatives that keep Washington County competitive and responsive to business needs.

PRIORITY AREA 2: TARGETED BUSINESS RECRUITMENT

Attracting the right companies to the region requires a data-driven approach, proactive outreach, and strong messaging. This priority focuses on aligning recruitment efforts with Brenham and Washington County's competitive advantages and positioning the region for high-impact investment.

Key Initiatives:

» Define and Refine Target Industry Segments

Use recent data, peer benchmarking, and stakeholder feedback to refine the region's Target Industries, aligning recruitment efforts with existing workforce, infrastructure, and site readiness advantages. Based on work related to this strategic plan, Brenham and Washington County's Target Industries include advanced food and beverage processing, precision metal and equipment manufacturing, biomedical supplies and packaging, ag-tech and animal health, and value-add wood products and modular housing components. Within these categories, focus should be placed on high-value sub-sectors that align with local capabilities and long-term growth goals. Industry targets should be reviewed annually to stay responsive to economic shifts and community priorities.



» Develop a Strategic Business Attraction Plan

Build a focused recruitment strategy with clearly defined goals, timelines, and outreach tactics tailored to Brenham and Washington County's target industries, while ensuring alignment with the Greater Brazos Partnership plan. This strategy should integrate national and regional market trends, site and building availability, and input from local stakeholders to shape realistic, high-impact recruitment targets. As part of this effort, leverage research, data tools, and best practice frameworks from the Southern Economic Development Council (SEDC) to inform industry targeting, messaging, and engagement strategies.

» Create Customized Marketing Collateral

To compete effectively for national and international projects, Brenham and Washington County should elevate the quality and consistency of their marketing materials. This includes developing industry-specific one-pagers, pitch decks, and digital landing pages that clearly communicate the region's value proposition for each Target Industry. Equally important is the launch of a new, modern, mobile-optimized economic development website that functions as a central platform for storytelling, property visibility, lead generation, and investor engagement.

The website should be built with strong search engine performance, seamless user navigation, and integration with virtual tour and GIS tools. To ensure this work is strategic and effective, the organization should engage a marketing partner with deep experience in economic development and a track record of producing materials that resonate with site selectors, brokers, and corporate executives.

» Conduct Proactive Outreach and Lead Generation

Effective business recruitment requires consistent, well-documented outreach to companies that align with the region's Target Industries. This includes identifying and contacting prospective firms through industry trade shows, curated lead lists, targeted site selector engagement, and warm introductions from state and regional partners.

Each outreach effort should be tracked in the EDOiQ CRM system to ensure continuity, enable follow-ups, and analyze conversion trends over time. Nurturing prospects through a disciplined cadence of communication, via email, calls, or personalized outreach, is essential for building trust and advancing opportunities.

This outreach should be closely aligned with the conference and trade show participation strategy outlined later as a Special Section in this Strategic Plan, ensuring the organization is showing up in the right rooms, with the right messaging, to generate leads and make meaningful industry connections.

» Host Familiarization Tours and Virtual Site Tours

FAM tours are a proven economic development tool to showcase a community's assets directly to decision-makers, influencers, and site consultants. For Brenham | Washington County, these tours present an opportunity to attract companies already exploring larger markets like Houston, Austin or Dallas but who may be unaware of the strategic, cost-effective advantages the region offers in terms of logistics, workforce, and quality of life.

To maximize impact, FAM tours should be thoughtfully curated and tightly scheduled, offering immersive experiences that highlight key industrial sites, workforce assets, infrastructure readiness, and community amenities. Engaging local employers, educational institutions, and civic leaders during the tour builds authenticity and trust, which are two critical factors in site selection decisions.

When in-person visits are not feasible, virtual experiences must rise to the same level of professionalism and interactivity. Brenham | Washington County Economic Development can deploy high-quality virtual tours that integrate drone footage, facility walk-throughs, leadership testimonials, and interactive GIS-based site maps. These tools provide decision-makers with a clear and compelling understanding of the region, including its people, properties, and potential, before they ever step foot in the community.

Integrating both FAM and virtual tours into the broader recruitment strategy ensures that the region competes on equal footing with larger metros while distinguishing itself through accessibility, responsiveness, and a clear value proposition.

PRIORITY AREA 3: MARKETING AND PROMOTION

Building awareness of Brenham and Washington County as a business destination requires intentional, consistent outreach across multiple channels. This priority focuses on sharpening the city and county's voice, telling the story, and elevating its visibility with site selectors, companies, and strategic partners.

Key Initiatives:

» Develop a Unified Regional Marketing Strategy

To elevate visibility and attract strategic investment, Brenham | Washington County Economic Development must lead with a clear, compelling, and consistent marketing approach. This starts with a unified regional marketing strategy that defines key audiences (such as site selectors, industry leaders, talent, and community stakeholders), core



messages, preferred communication channels, and success metrics. It's not enough to simply promote available sites. Messaging must convey the county's full value proposition: its workforce readiness, livability, location advantages, and forward-thinking leadership.

Equally important is understanding how the messaging strategy for Brenham and Washington County fits within the broader context of regional economic development narratives. This includes recognizing how the area is positioned within the Houston-Dallas-Austin triangle and coordinating messaging and branding with regional allies to avoid fragmentation or mixed signals in the market. A cohesive approach ensures that prospects see a clear and confident message about why this region is ideal for growth.

This strategy should extend beyond traditional marketing tactics to include brand storytelling, partner amplification, and regular audits to keep materials current and competitive. Investing in strong narrative alignment, across website content, social media, advertising, earned media, and pitch materials, builds the credibility and resonance needed to compete in a crowded national and international marketplace.

» Create a New Online Destination for Economic Development

To compete in today's economic development landscape, Brenham | Washington County must operate with a best-in-class digital foundation. A new, modernized economic development website is essential, not just as a source of information, but as a dynamic marketing platform that drives lead generation, increases engagement, and reinforces the region's competitiveness. This new website should be optimized for search performance, featuring a strategic keyword strategy, interactive property maps, compelling visual content, and a seamless user experience that works across all devices.

» Launch a Social Media and Digital Marketing Campaign

Beyond the website, a strong digital presence also requires consistent, high-quality content distribution across social media, particularly LinkedIn, where engagement with site selectors, consultants, and business leaders is most effective. A professional, well-maintained LinkedIn presence can amplify success stories, share thought leadership, and boost credibility within key networks.

To further elevate visibility, the marketing plan should include a digital advertising campaign in leading economic development publications such as *Site Selection, Area Development, Business Facilities,* and *Expansion Solutions*. These platforms are widely read by corporate decision-makers and location advisors, offering a valuable opportunity to place Brenham and Washington County on the radar of those actively exploring new sites. Combining owned, earned, and paid digital strategies will ensure the region stands out in an increasingly competitive national and international market.

» Produce Professional Marketing and Recruitment Materials

A strong toolbox of print and digital collateral is essential for telling the county's story in a clear, compelling, and competitive way. Brenham | Washington County Economic Development should invest in producing modern, professional-grade materials, including brochures, industry-specific one-pagers, community profiles, and trade show handouts, that reflect the region's assets and target industries.



In parallel, refining and standardizing RFP and RFQ response templates will help present a polished, consistent message to prospects and site selectors evaluating the region. These materials should incorporate up-to-date visuals, local success stories, and clear data that align with the region's value proposition. Having a ready-to-deploy library of print-ready and digital resources ensures the organization can respond quickly and confidently to opportunities as they arise.

» Expand Media and Public Relations Outreach

Proactive media engagement can significantly elevate Brenham | Washington County's visibility with both regional and national audiences. The organization should build relationships with key journalists, editors, and media outlets in nearby metros such as Houston, Austin, and Dallas to help place earned media stories about business wins, development milestones, and community progress. These relationships can lead to increased coverage in influential business publications and regional news outlets.

Simultaneously, the team should cultivate connections with media partners in the economic development space, including *Site Selection, Area Development, Business Facilities,* and *Expansion Solutions*, to position Brenham | Washington County as a forward-thinking and competitive community. Thought leadership articles, feature stories, and guest commentary can all help reinforce the region's momentum and credibility with site selectors, consultants, and prospective companies.

» Support Local Stakeholders, Creating Brand Ambassadors

Empowering a broad network of local champions is critical to reinforcing a consistent, positive message about Brenham | Washington County's economic development strategy. In addition to employers and community partners, representatives from the EDF often serve as key ambassadors, alongside elected officials, city and county staff, and other government leaders. These individuals should be equipped with tools and messaging that enable them to speak confidently about the region's business climate, priorities, and long-term vision.

By providing ready-to-use materials, such as talking points, presentation slides, city/county/regional fact sheets, and narrative templates, Brenham | Washington County Economic Development can ensure that all representatives are aligned when speaking to prospects, attending conferences, or engaging with the media. Briefings or periodic training sessions can also help refresh messaging and keep the broader team informed on recent wins, pipeline activity, and evolving goals. When everyone is promoting the same intentional and opportunity-driven narrative, the county's credibility and appeal are amplified significantly.

PRIORITY AREA 4: WORKFORCE AND TALENT DEVELOPMENT

A competitive, well-prepared workforce is the foundation of sustainable economic growth, and while many organizations are already doing important work in this space, Brenham | Washington County Economic Development plays a unique role in convening employers, educators, and training partners to align efforts. This priority focuses on connecting



business needs with workforce strategies, strengthening cross-sector partnerships, and helping to identify and address talent gaps across all levels of the pipeline. By serving as a neutral connector and champion of shared goals, the organization can help drive results that benefit both companies and the broader community.

Key Initiatives:

» Conduct an Ongoing Workforce Needs Assessment

Start by focusing on the employers in Brenham and Washington County that have the greatest impact on the local economy, particularly those in identified target industries. These core employers serve as the backbone of the region's workforce and provide critical insight into current and emerging talent needs.

Using a structured and repeatable process, conduct regular outreach through surveys, one-on-one interviews, and facilitated roundtables. Prioritize employers based on job numbers, growth potential, and alignment with the county's target industries. Insights gathered should help identify specific skills gaps, occupational shortages, technology shifts, and training needs that can inform curriculum development and program design by educational institutions and workforce partners.

In addition to collecting quantitative data, document anecdotal insights that point to emerging trends—such as automation-related upskilling needs, turnover concerns, or underutilized populations. Over time, this continuous feedback loop will help Brenham | Washington County Economic Development build a shared workforce intelligence base that guides local strategies and positions the organization as a central hub for aligning talent supply and demand.

» Support Career and Technical Education Pathways

Brenham | Washington County Economic Development plays a critical role in aligning Career and Technical Education (CTE) programs with the evolving needs of the region's target industries. As a convener and connector, the organization is uniquely positioned to facilitate communication between employers and educational institutions to ensure training programs remain relevant and responsive.

This includes supporting employer involvement in advisory committees, curriculum development, and classroom engagement. The organization can help identify skill gaps and translate business needs into educational program improvements, ensuring local students and jobseekers are being prepared for real-world opportunities.

Additionally, stronger partnerships with postsecondary institutions can help accelerate the development of stackable credential programs, flexible scheduling options, and technical training pathways for both traditional students and adult learners. These efforts work collectively to strengthen the region's talent pipeline and support sustainable economic growth.

» Promote Existing Workforce Development Resources

While the region benefits from a variety of workforce development programs and partners, there is a clear opportunity to create a centralized, easy-to-navigate online portal housed on the new Brenham | Washington County Economic Development website. This digital hub would serve as a one-stop resource for job seekers, students, employers, and educators, connecting them to relevant opportunities, services, and programs in a single location.

Rather than simply promoting individual offerings, the portal would map out the entire local talent ecosystem. This could include links to training providers, career pathways, internship and apprenticeship opportunities, upskilling resources, employer incentives, job boards, adult education, dual-credit programs, resume help, and more. By integrating these resources under one cohesive platform, the site would strengthen regional coordination, reduce friction for users, and position the community as talent-forward to both residents and prospects.

PRIORITY AREA 5: ENTREPRENEURSHIP AND INNOVATION

Fostering a culture of entrepreneurship and innovation will strengthen the local economy by supporting homegrown business creation, diversifying revenue sources, and



positioning the region as a place where ideas can thrive. Brenham | Washington County Economic Development can play a vital role by expanding resources, enhancing visibility, and filling strategic gaps not currently served by partners like the SBDC.

Key Initiatives:

» Develop a Small Business Resource Hub

As part of the new Brenham | Washington County Economic Development website, a centralized Small Business Resource Hub can serve as a one-stop destination for entrepreneurs and small business owners. This digital platform will offer streamlined access to key resources such as local mentorship connections, funding opportunities, and training programs.

Designed to complement, but not duplicate, the services of partners like the SBDC, the hub will focus on improving navigation, increasing visibility of available support, and bridging connections across the local entrepreneurial ecosystem. With an easy-to-use interface and regularly updated content, it will become an essential tool for both startups and growing small businesses in the region.

» Launch a Business Acceleration Program

Brenham | Washington County Economic Development can strengthen the entrepreneurial pipeline by launching a Business Acceleration Program designed to support early-stage and growth-stage businesses in key local industries. The program would provide cohort-based learning opportunities featuring workshops, expert-led sessions, and peer networking to equip participants with the knowledge, tools, and connections needed to scale their ventures.

To add unique value and local authenticity, the program can engage experienced leaders from top Washington County employers, as well as respected business owners, civic leaders, and retired executives who bring deep institutional knowledge and industry insight. Their involvement could range from mentoring and panel discussions to curriculum co-design and investment pitch judging, creating a richer, more rooted experience for participants.

Ultimately, this program will serve as both a talent magnet and a catalyst for innovation, reinforcing Washington County's reputation as a place where entrepreneurs are supported, celebrated, and set up to succeed.

» Host Pitch Events and Business Showcases

Brenham | Washington County Economic Development can help elevate the local business community by hosting pitch events and business showcases in collaboration with partners across the innovation ecosystem, including the Small Business Development Center (SBDC), Blinn College, and other entrepreneurial support organizations. These high-visibility events would provide local startups and small businesses with the opportunity to present their ventures to potential investors, lenders, and community leaders, building confidence, visibility, and pathways to capital.

To make these events more impactful and rooted in the local business climate, primary employers such as Blue Bell Creameries, Germania Insurance, Valmont, and others can serve as judges, advisors, or sponsors. Their participation helps reinforce the connection between the established business community and the next generation of entrepreneurs, fostering a spirit of mentorship, collaboration, and continuous improvement.

By focusing on helping Washington County's existing mix of businesses become stronger, more visible, and better connected, these events will not only showcase local innovation but also build a more resilient and inclusive economy.

» Enhance Access to Capital Through Localized Programs

To strengthen Washington County's entrepreneurial ecosystem, Brenham | Washington County Economic Development can work with a range of partners to improve access to capital, especially for early-stage companies and underserved founders. This includes collaborating with local banks, community foundations, credit unions, and public-sector entities to explore microgrant initiatives, low-interest loan programs, and revolving loan funds that help bridge common financing gaps. These tools can provide flexible capital for startups and small businesses that may not yet qualify for traditional financing.

In addition to institutional support, there is strong potential to engage private businesses, retired executives, and local angel investors in the creation of a community-based capital network. For example, local leaders from anchor employers may be willing to provide seed funding, mentorship, or sponsorship of local grant competitions or pitch awards. Their direct participation helps foster a culture of reinvestment and sends a powerful message about the community's support for entrepreneurship.

Together, these efforts can create more equitable pathways to capital, support local job creation, and increase the chances of long-term success for Washington County's next generation of business owners. A diversified capital strategy will also make the region more attractive to outside investors and regional innovation partners.

SPECIAL SECTION: PRIORITIES EXECUTION AND BEST PRACTICES

CONFERENCE PARTICIPATION

To remain competitive in a fast-changing landscape, Brenham | Washington County Economic Development must take a consistent and strategic approach to attending professional conferences. These events provide invaluable opportunities for professional development, relationship-building, and visibility that can directly influence both perception and outcomes for the region.

For the Economic & Community Development Director and partners, active participation in these gatherings also ensures ongoing awareness of best practices in the industry. This knowledge that is critical to effectively executing the activities outlined in the priority areas of this strategy. The Economic & Community Development Director can use these opportunities not only to build experience and a strong professional network but also to share Brenham's economic growth story with influential decision-makers across the state and region.

STRATEGIC OBJECTIVES OF CONFERENCE PARTICIPATION

- Strengthen internal knowledge of economic development best practices by attending sessions on site development, capital investment, broadband, housing finance, and workforce readiness. These experiences keep staff informed on emerging trends and allow replication of successful strategies from other communities. Provide the Economic & Community Development Director with critical exposure to policies, programs, and peer insights that accelerate her growth. Conferences serve as a real-time classroom for hands-on learning that builds confidence and sharpens instincts.
- Expand professional relationships with site consultants, brokers, capital providers, and state and federal contacts. These connections often form the foundation for future projects and can be the difference in competing for high-value opportunities. Increase Brenham's visibility as a forward-moving, development-ready community. Strategic attendance signals seriousness about growth, proactivity, and readiness to do business.
- Reinforce Brenham's strategy by benchmarking against national and regional trends to ensure the local approach stays relevant. Share Brenham's story through speaking, panels, or roundtables to build credibility, open doors, and position the community as a model for peer cities.

GUIDELINES FOR SELECTING AND PARTICIPATING IN CONFERENCES

- Choose conferences that offer a balance of technical sessions and networking opportunities. Look for agendas that include sessions on current issues facing Brenham, such as infrastructure funding, small city recruitment tools, or regional housing policy.
- Prioritize events that allow time with site selectors, state economic development leaders, funders, and peer communities. These high-value interactions offer more than education; they create actionable leads and partnerships.
- Set clear attendance goals for each conference. These may include meeting a specific number of new contacts, securing follow-up conversations with key influencers, or gathering useful takeaways to apply to a local initiative. Performance goals should be discussed during pre-conference planning.
- Maintain a portable "conference kit" that includes updated one-pagers, business cards, a digital version of the strategic plan, a QR code linking to BrenhamED.com, and other materials that reinforce the county's momentum. If budget permits, professionally printed materials or lightweight promotional items can increase visibility.
- Track ROI and outcomes from each event. Use post-conference debriefs to capture new leads, summarize takeaways, and identify any gaps in participation or preparation. Lessons learned should be used to refine the strategy over time.

RECOMMENDED RECURRING CONFERENCES

- Texas Economic Development Council (TEDC) Conferences
- Southern Economic Development Council (SEDC)
  - Annual Conference
  - Meet the Consultants events
- International Economic Development Council (IEDC)
  - Annual Conference
- Texas Rural Challenge
  - Focused on rural innovation, funding opportunities, and business development tools
- Texas Municipal League (TML) Annual Conference
  - Useful when coordinating economic development with broader city governance
- Local and Regional Workshops

DATA INSIGHTS

DATA SNAPSHOT: UNDERSTANDING BRENHAM'S ECONOMIC FOUNDATION

The City of Brenham and Washington County offer a stable foundation for future growth. As part of this plan, data is doing more than quantifying trends. It's telling a story of balance and discipline, but also of untapped opportunity. Rather than experience the instability of runaway growth, Brenham has steadily developed a durable economy built around manufacturing, education, healthcare, and civic collaboration. While many rural regions face challenges in retaining workforce or financing infrastructure, the City of Brenham and Washington County have quietly built the conditions for long-term success.

This section presents a concise but meaningful look at the region's key economic indicators. These figures are not just statistics. They reveal where the community stands, where attention is needed, and where strategic investment could yield the greatest return.

POPULATION AND LABOR

Population and workforce metrics provide one of the clearest indicators of a community's current trajectory. In Brenham's case, growth has been steady, allowing the region to plan intentionally rather than react hastily.

- Population: 36,337 (Washington County, 2025). Growth has remained manageable, helping preserve Brenham's small-town quality of life while supporting steady economic expansion.
- Growth since 2010: 6.5 percent. A sustainable pace that keeps infrastructure, public services, and housing needs within reach.
- Civilian labor force: Over 17,000. A solid figure for a micropolitan area, suggesting strong workforce participation and business demand.
- Labor force participation rate: 60 percent (compared to 64 percent statewide). Slightly lower than the Texas average, which indicates opportunities to re-engage sidelined workers.
- Unemployment rate: 3.2 percent. Reflects a tight labor market and strong economic health across sectors.

INCOME AND WAGES

Income data helps gauge household stability and the attractiveness of the region for current and prospective workers.

- Median household income: $$57,207. This figure falls below the state average, reinforcing the need for affordable housing, accessible childcare, and other services that support working families.
- Average manufacturing wage: $57,800. A competitive number that highlights the importance of advanced manufacturing as a core target industry.
- Personal income growth from 2020 to 2024: 11 percent. Reflects real gains in household earnings and continued economic momentum.

COMMUTING AND CONNECTIVITY

Commuting trends show how Brenham fits into the regional economy and where housing or transportation challenges might emerge.



- Inbound commuters: 41 percent. Nearly half of the workforce lives outside Washington County, pointing to housing gaps and reinforcing the need for new supply.
- Average commute: 34 minutes. A long commute creates burdens for families and employers and contributes to workforce turnover.
- Top sources of commuters: Cypress, College Station, Waller, and Northwest Harris County. These connections indicate opportunities for collaboration but also signal that Brenham competes with larger regional markets for talent.

HOUSING MARKET

Rising housing costs and limited inventory are among Brenham's most pressing challenges.

- Median home listing price: $336,000. While more affordable than metro areas like Houston or Austin, this is still high relative to local wages.
- Price growth since 2019: 46 percent. A sharp increase that suggests demand is far outpacing new supply.
- Rental vacancy rate: 5.4 percent. A tight rental market that limits flexibility for residents and employers.
- Pipeline activity: 280 single-family lots and 120

multifamily units. These projects offer momentum but still fall short of the long-term need.

EDUCATION AND WORKFORCE TRAINING

The strength of local education and training systems is one of the clearest predictors of future economic success.

- Brenham ISD enrollment: Approximately 5,200 students. Current TEA rating is a C, indicating room for improvement in academic outcomes and school facilities.
- Blinn College enrollment: 22,000 students across all campuses, with 1,600 residential students in Brenham. The college provides a strong pipeline for local talent and a major asset for workforce development.
- Texas A&M Engineering Academy seats in Brenham: 175. A unique regional advantage that helps retain top academic talent.

MAJOR EMPLOYERS (LOCAL ESTIMATE)

These primary-industry employers help define the local job market and provide a reliable tax base and reputation for economic stability. (These employee counts are estimates.)

- Blue Bell Creameries: 580 employees
- Blinn College: 520 employees
- Germania Insurance: 450 employees
- Baylor, Scott & White: 361 employees
- Valmont: 335 employees
- Tempur Sealy Mattress Corp.: 184 employees
- Emerson: 120 employees
- Stan Pac: 100 employees
- MIC Group: 83 employees
- Brianna's (Del Sol Food Company): 66 employees
- Bencor: 45 employees

SITES AND BUILDINGS

A lack of available industrial space is one of the limiting factors on growth and business recruitment.

- Industrial vacancy rate: 1.9 percent. This low figure suggests demand far exceeds current supply and emphasizes the need for additional space.
- Average lease rate: $7.10 per square foot (triple-net). Competitive by regional standards, especially for companies relocating from higher-cost metros.

INFRASTRUCTURE CAPACITY & UPGRADES

Water and wastewater systems are approaching critical thresholds, but both areas have already been identified for upgrades and expansion. Projects are currently underway to ensure these essential services can meet future demand.

- Water treatment: Current usage is at 78 percent and was projected to exceed 90 percent by 2028. Recognizing this need in advance, the community has already initiated capital improvements to expand capacity and avoid future constraints.
- Wastewater treatment: Usage is currently at 83 percent. Similarly, upgrades are in progress to address capacity challenges and ensure that new development can continue without interruption.
- Broadband access: 92 percent of city residents and 61 percent of county residents have access to speeds of 100 Mbps or greater. City service is strong, but rural gaps continue to pose challenges for remote workers and site development outside Brenham's core.

FISCAL HEALTH

Strong public revenue growth allows communities to invest in infrastructure, public services, and quality of life.

- Sales tax collections reported at the full 8.25% reflect the total taxes on retail sales (state and local combined). The City's local share (1.5%) is a subset of that total and is budgeted separately in the City's adopted budget documents. (Sources: Texas Comptroller; City of Brenham FY2025 Adopted Budget)
- Year-over-year sales tax growth: 9.6 percent. Growth exceeds inflation and reflects a healthy business climate and visitor economy.
- Countywide market value certified by the Washington County Appraisal District in 2025 totals approximately $16.69 billion (market value); taxable values for individual jurisdictions are subsets of this total. (Source: Washington County Appraisal District certified roll, 2025)
- Five-year property tax base growth: 12 percent Demonstrates consistent upward momentum in real estate value and development activity.

CONCLUSION

The data reveals a region that is stable, growing, and capable of guiding its own future. There are no immediate signs of crisis, but pressure points in housing, infrastructure, and education are becoming more visible. Strategic action in these areas will prevent bottlenecks and protect the community's identity as it grows.

Brenham continues to attract employers, grow household income, and deliver a strong quality of life. The region is well positioned for what comes next. The question is whether local and regional partners can align around these signals and move forward together. The opportunity is here, and the data makes the case.

ECONOMIC DEVELOPMENT ECOSYSTEM

The City of Brenham and Washington County benefit from strong communication and coordination among regional, educational, workforce, and business development partners. These relationships have laid a valuable foundation for collaboration and collective progress. As the community continues to grow, there is an opportunity to deepen this alignment by increasing the exchange of data, sharing information more proactively, and working toward clearly defined, mutual goals.

Success in areas such as site development, talent pipelines, infrastructure investment, and business recruitment depends on shared priorities and unified action. By aligning efforts across key organizations, the region can maximize its impact, eliminate duplication, and respond more effectively to emerging opportunities.

The partners listed in this section represent the broader ecosystem supporting economic development in Brenham and Washington County. Each plays a vital role in advancing job creation, business retention, workforce development, and long-term economic resilience.

GREATER BRAZOS PARTNERSHIP

The Greater Brazos Partnership (GBP) is a regional economic development initiative focused on building prosperity across the Brazos Valley. Anchored by strategic institutions such as Texas A&M University and major employers in Bryan-College Station, the GBP helps foster high-value job growth and innovation across the surrounding counties, including Washington County. The Partnership plays a catalytic role in branding the region, building coalitions, supporting industry clusters, and aligning state-level resources to local efforts.

Although based in Brazos County, the Greater Brazos Partnership has a vested interest in broader regional performance, and Washington County's workforce and land availability are assets that contribute to the region's competitiveness. Brenham | Washington County Economic Development should partner with GBP on collaborative marketing efforts, workforce development initiatives, and site-readiness strategies that serve regional targets like advanced manufacturing, logistics, and biosciences. Additionally, GBP can offer introductions to site selectors and private-sector executives interested in locating or expanding in the Brazos Valley area.

BLINN COLLEGE

Blinn College is a respected community college system with a strong campus presence in Brenham. It serves as a key workforce pipeline for the region, offering associate degrees, technical training, and partnerships with four-year institutions like Texas A&M through programs such as the Engineering Academy. With disciplines in nursing, agriculture, HVAC, machining, and the arts, Blinn is central to developing homegrown talent that meets the evolving needs of local and regional employers.

Brenham | Washington County Economic Development can deepen its partnership with Blinn by jointly planning industry-informed curriculum, expanding dual-credit and apprenticeship opportunities, and co-hosting events that showcase graduate capabilities to local employers. Blinn can be a lead partner in workforce development initiatives tied to strategic target industries like precision metal manufacturing and ag-tech. Additionally, working with Blinn's workforce training and corporate services team can ensure that incumbent workers and new hires have access to rapid upskilling options aligned with local business needs.

SMALL BUSINESS DEVELOPMENT CENTER (SBDC)

The Small Business Development Center (SBDC) serving Washington County is part of the University of Houston's Gulf Coast network. It provides expert guidance to both startups and existing businesses on a wide range of needs such as business planning, loan packaging, marketing, succession planning, and expansion strategies. Their office in Brenham is small but effective, with a team that emphasizes long-term client relationships and tailored support.

Brenham | Washington County Economic Development regularly collaborates with the SBDC to ensure entrepreneurs and small business owners have access to critical resources at every stage of their development. The SBDC's one-on-one support complements the county's goals for business retention, especially for legacy or family-owned businesses considering growth, transition, or modernization. Going forward, the SBDC can also play a stronger role in advancing entrepreneurship in underrepresented segments and tracking success metrics aligned with the strategic plan.

WASHINGTON COUNTY CHAMBER OF COMMERCE

The Washington County Chamber of Commerce is a central organization for supporting and promoting local businesses across the county. It serves as a key networking hub, hosts

community events, and advocates on behalf of business-friendly policies. With deep ties to legacy industries and small businesses in the region, the Chamber also plays an important role in fostering community engagement and maintaining the small-town character that defines Washington County.

The Chamber is a natural partner in advancing many of the shared goals outlined in this strategic plan. While Brenham | Washington County Economic Development focuses on business attraction, retention, and long-term development planning, the Chamber is uniquely positioned to support these efforts by strengthening the community's small business ecosystem, supporting local talent pipelines, and amplifying quality-of-life messaging to prospective companies. Greater coordination on events, business climate surveys, and shared messaging can help ensure a unified voice when promoting the region.

WORKFORCE SOLUTIONS BRAZOS VALLEY

Workforce Solutions Brazos Valley is the regional workforce board serving Washington County and surrounding areas. It connects employers with job seekers and administers workforce funding and support programs through local offices. The organization provides job placement assistance, customized training support, labor market data, and access to funding sources such as the Skills Development Fund and the High Demand Job Training grant program.

Brenham | Washington County Economic Development can work closely with Workforce Solutions to identify skill gaps, co-develop training programs for target industries, and align business recruitment efforts with available workforce support. For example, the two organizations can collaborate on joint applications for state grants to fund technical training aligned with new business investment. Additionally, Workforce Solutions can be a key player in helping local employers access upskilling resources and navigate labor market challenges, especially in sectors like healthcare, advanced manufacturing, and skilled trades.

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX)

TEEX is one of the leading workforce training and emergency response institutions in the nation, affiliated with the Texas A&M University System. It provides hands-on, customized training programs across a range of fields including manufacturing, infrastructure, cybersecurity, and public safety. TEEX also offers business continuity planning, OSHA safety certifications, and technical assistance for industry compliance.

Brenham | Washington County Economic Development can collaborate with TEEX to deliver high-impact training for local employers, particularly in support of expansion or new company onboarding. TEEX programs can be brought into the county through Blinn College partnerships or directly through industry-specific engagements. As the region grows its industrial base, TEEX can help ensure that local workforce and public safety entities are prepared to support complex infrastructure and business needs. This relationship also opens the door for applying to TEEX-administered grant programs and leveraging their technical expertise in workforce strategy.

TEXAS ECONOMIC DEVELOPMENT & TOURISM OFFICE (EDT)

The Texas Economic Development & Tourism Office, housed within the Office of the Governor, leads statewide economic development efforts. It provides a variety of business incentives, site selection assistance, export support, and grants for business retention and expansion. Programs such as the Texas Enterprise Fund, Governor's University Research Initiative, and the Skills Development Fund are administered through EDT.

Brenham | Washington County Economic Development can work with EDT to identify and pursue state-level incentives that align with local business attraction efforts. EDT can also serve as a strategic partner in promoting Washington County as a competitive location for new investment by helping Brenham's team participate in inbound prospect visits, national site selector events, and international trade opportunities. Coordination with EDT will be especially important in pursuing funding for job creation, workforce training, and infrastructure improvements tied to target industries identified in this strategic plan.

BLUEBONNET ELECTRIC COOPERATIVE

Bluebonnet Electric Cooperative is a member-owned utility serving over 120,000 meters across 14 Central Texas counties, including Washington County. As a key



infrastructure provider, Bluebonnet plays a critical role in ensuring the region has reliable, scalable electric service to support both residential and industrial growth. The cooperative is known for its customer-focused approach and proactive investment in system upgrades to meet growing demand.

As Washington County positions itself to attract new industry and support expansions of existing businesses, close collaboration with Bluebonnet is essential. The cooperative can offer load forecasting, infrastructure planning, and site readiness support that align with the county's business recruitment goals. In partnership, both organizations can identify strategic sites for industrial development, coordinate timelines for utility installation, and ensure marketing materials reflect the region's energy readiness. Joint site visits, regular infrastructure briefings, and mutual involvement in strategic planning sessions will help ensure that economic development and utility infrastructure grow in tandem.

BRAZOS VALLEY COUNCIL OF GOVERNMENTS (BVCOG)

The Brazos Valley Council of Governments (BVCOG) is a regional planning organization serving the seven-county Brazos Valley region, including Washington County. BVCOG supports economic and community development through grant administration, regional planning, aging and workforce services, transportation planning, and disaster recovery programs. It also administers Workforce Solutions Brazos Valley and serves as a critical conduit for state and federal resources entering the region.

Brenham | Washington County Economic Development can collaborate closely with BVCOG to align local strategic goals with broader regional initiatives. BVCOG can assist in securing grants for infrastructure, broadband, transportation, and resiliency projects that support long-term competitiveness. In addition, by coordinating workforce and transportation planning with BVCOG, the community can position itself as a well-integrated part of the regional growth engine. Leveraging BVCOG's expertise in grant writing, program implementation, and data analysis can enhance Brenham's capacity to deliver on many of the plan's long-term goals.

TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)

The Texas Department of Transportation (TxDOT) is the statewide agency responsible for maintaining and expanding Texas's transportation network, including highways, bridges, and transit infrastructure. TxDOT's projects directly impact community accessibility, mobility, and economic competitiveness, especially in fast-growing regions like Central Texas.

Brenham | Washington County Economic Development can work closely with TxDOT to advocate for transportation improvements that enhance site readiness and long-term business attraction. Coordinated planning around road expansions, intersection improvements, and freight access will be vital as the community seeks to recruit industry and grow its workforce. Proactively aligning local priorities with TxDOT's Unified Transportation Program (UTP) and regional planning schedules can accelerate project timelines and open access to additional state and federal transportation funding. Ensuring the local voice is well-represented in TxDOT's planning cycles will help sustain infrastructure investments that support the community's growth goals.

BRENHAM INDEPENDENT SCHOOL DISTRICT (BRENHAM ISD)

Brenham Independent School District (Brenham ISD) is the primary K–12 public education provider in the community, serving students across Washington County. The district is central to workforce development, community identity, and quality of life. With a strong tradition in academics, athletics, and Career and Technical Education (CTE), Brenham ISD plays a critical role in preparing local youth for future careers and continued learning.

Brenham | Washington County Economic Development can deepen collaboration with Brenham ISD by aligning long-term business attraction efforts with talent pipeline development. CTE programs offer a particularly promising opportunity for partnership, helping students connect classroom learning with real-world industry pathways. Greater coordination can also help ensure that future school facility needs and population projections are incorporated into economic planning efforts. By supporting efforts to increase public trust in bond initiatives and identifying private sector partners for mentorship or training programs, the economic development team can help Brenham ISD grow alongside the community's economic base.

BNSF RAILWAY

BNSF Railway is one of the largest freight railroad networks in North America and a key infrastructure partner for economic development in Washington County. With its extensive rail network and logistics capabilities, BNSF offers critical support for the movement of goods, making it a vital player in the recruitment and expansion of manufacturing,

warehousing, and distribution businesses. The company's certified site program and economic development resources also support communities in preparing sites for rail-served industries.

Brenham | Washington County Economic Development can work closely with BNSF to identify and prepare sites in the county that are ideal for rail-served businesses. As demand increases for industrial sites with rail access, aligning local land-use planning, infrastructure improvements, and workforce readiness with BNSF's criteria can give Brenham a competitive edge. Coordination with BNSF's economic development team can also support direct outreach to targeted industries, assist with site certification, and help promote Washington County as a logistically advantageous location.

TEXAS WORKFORCE COMMISSION (TWC)

The Texas Workforce Commission (TWC) is the state agency responsible for overseeing workforce development in Texas, including administering programs that support job training, employment services, labor market information, and unemployment benefits. TWC partners with local workforce development boards, educational institutions, and employers to equip Texans with skills that match regional and statewide economic priorities.

Brenham | Washington County Economic Development can leverage TWC's extensive resources and programs to strengthen the local talent pipeline. By coordinating with TWC to access workforce training grants such as the Skills Development Fund or Jobs and Education for Texans (JET) Grant Program, the EDO can help existing employers upskill their workforce or prepare new workers for in-demand roles. TWC can also be a source of valuable labor market data, helping inform recruitment strategies and workforce readiness initiatives aligned with the region's target industries.

BRENHAM COMMUNITY DEVELOPMENT CORPORATION (BCDC)

The Brenham Community Development Corporation (BCDC) is a Type B corporation dedicated to enhancing quality of life and supporting community-focused capital projects within the City of Brenham. Funded by a portion of local sales tax, BCDC invests in amenities such as parks, recreation, and infrastructure that make the community more attractive to residents and businesses alike.

Brenham | Washington County Economic Development works closely with the BCDC Board to align these efforts with broader economic development goals. Together, the organizations focus on projects that increase the area's desirability for prospective job creators and strengthen the community's competitive position. One example of this collaboration is the availability of shovel-ready property in both of Brenham's business parks, offered at a competitive price structure to attract new employers.

Through joint planning and coordinated investments, Brenham | Washington County Economic Development and BCDC ensure that quality-of-life improvements also support business recruitment, workforce housing, and entrepreneurship, creating a more livable and business-friendly environment.

BRENHAM ECONOMIC DEVELOPMENT FOUNDATION (EDF)

The Brenham Economic Development Foundation is a private, nonprofit organization focused on advancing economic growth in Brenham and Washington County through business recruitment, retention, and community development. It serves as a collaborative force among local business leaders, institutions, and public agencies, often playing a behind-the-scenes role in facilitating growth and investment.

Brenham | Washington County Economic Development can continue to leverage the EDF's relationships, insight, and leadership to support larger economic initiatives. The EDF is especially valuable in confidential prospect discussions and in rallying private-sector support for major projects. Coordinated efforts between the two entities can improve communication with stakeholders, help align incentives and infrastructure plans, and ensure that local employers are connected to workforce resources, permitting support, and long-term growth strategies.

CONCLUSION

Together, these organizations form the foundation of a resilient and dynamic economic development ecosystem in Brenham and Washington County. Each plays a distinct but complementary role in supporting business growth, workforce development, infrastructure improvements, and community vitality. By maintaining strong communication and collaboration with these partners, Brenham | Washington County Economic Development can amplify its impact, avoid duplication of effort, and accelerate progress toward the goals outlined in this strategic plan.

ALIGNMENT WITH THE 2025 STATE OF TEXAS ECONOMIC DEVELOPMENT STRATEGY

The 2025-2029 Bigger Better Texas Economic Development Strategic Plan provides a clear roadmap for maintaining Texas' position as a national and global leader in economic growth. Brenham's strategic plan aligns closely with the state's priorities, allowing for stronger partnerships, shared messaging, and access to statewide initiatives. This section outlines where Brenham's approach matches the state's direction and identifies specific opportunities for collaboration.

SHARED TARGET INDUSTRIES

Several of the state's priority sectors mirror The City of Brenham and Washington County's local focus areas:

Advanced Manufacturing

The state emphasizes reshoring, automation, and high-tech fabrication. Brenham is already investing in industrial infrastructure and talent development to support precision metalwork, equipment assembly, and automated systems.

Food and Beverage Production

The county's legacy and ongoing investment in food manufacturing aligns with state priorities in logistics, cold storage, and agricultural innovation. The community is well equipped to attract growth-oriented firms seeking affordable land and proximity to major markets.

Biomedical and Life Sciences Manufacturing

The state aims to expand domestic capacity in medical supplies and biotech-related production. The county's available land, workforce readiness, and infrastructure capacity provide an ideal location for mid-sized life sciences companies.

WORKFORCE DEVELOPMENT SYNERGIES

The state plan places a strong emphasis on connecting education and industry. Brenham is already responding through partnerships and programs that can plug directly into state-supported initiatives:

- Brenham's support for new CTE facilities and career credentialing aligns with the state's emphasis on stackable credentials and technical education.
- Local partnerships with Blinn College and proximity to Texas A&M's RELLIS campus strengthen the bridge between rural workforce training and research-based learning
- Brenham can pursue participation in state-funded programs such as Upskill Texas, High Demand Job Training grants, and workforce readiness pilots managed by the Texas Workforce Commission

INFRASTRUCTURE AND SITE READINESS

Both the state and local plans identify infrastructure as a make-or-break factor in project recruitment:

Brenham's investment in an expanded water and wastewater systems, improved broadband access, and rail-served sites aligns directly with the state's focus on rural infrastructure improvements

- Coordination with TxDOT on highway signage, freight access, and mobility improvements supports the state's transportation goals
- State funding opportunities can be pursued through the Texas Broadband Development Office, Economic Development and Tourism Office, and Rural Infrastructure Grants

RURAL COMPETITIVENESS AND BALANCED GROWTH

The state plan calls for rural communities to play a larger role in Texas' economic future. Brenham is well positioned to lead by example:

- The community offers a mix of quality sites, cost advantages, and livability that reflects the kind of balance the state is promoting
- Brenham can engage directly with the state through rural advisory councils, inclusion in site marketing platforms, and participation in regional growth strategies
- State-led recruitment trips and industry-specific marketing campaigns offer shared promotion opportunities that can elevate Brenham's profile

GAPS OR DIVERGENCES AND LOCAL FIXES

Despite strong alignment, a few areas reveal gaps between the state's macroeconomic agenda and the county's local conditions:

- Semiconductor and Aerospace Emphasis: The state plan prioritizes major-scale investment in chip fabrication, space systems, and advanced defense manufacturing. Brenham and Washington County can compete for component manufacturing opportunities that feed into

the broader supply chain, such as back-end assembly or precision part fabrication, particularly through its rail-served industrial sites.

- Broadband Coverage Lag: State economic development assumes baseline broadband access, yet current countywide connectivity in Washington County remains inconsistent. To close this gap, Washington County will lead a street-level coverage mapping study and prepare a grant application through the Texas Broadband Development Office that consolidates multiple underserved areas into one regional project.
- Low Visibility of Entrepreneur Resources: While new state-level initiatives are emerging to support small businesses, many local entrepreneurs remain unaware of the full range of tools and partners available to them. Brenham | Washington County Economic Development can address this gap by establishing a centralized small business and entrepreneurship resource hub on its new economic development website. This online platform would make it easy for entrepreneurs to access licensing information, funding sources, training programs, mentorship opportunities, and connections to partners like the SBDC. By pursuing the Small Business Friendly Texas designation and clearly organizing available services in one accessible location, the community can boost visibility, improve navigation, and align with state expectations for small business support.

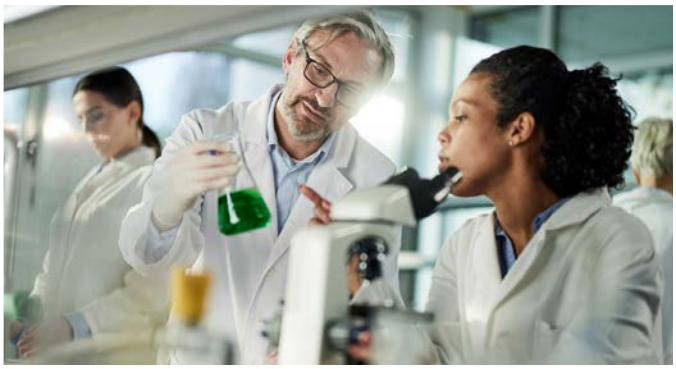
By understanding these gaps and addressing them directly, Brenham can ensure it is not only aligned with the state's goals, but also well-positioned to capitalize on future grant programs, technical assistance initiatives, and recruitment partnerships. The community's size, location, and momentum make it an ideal testbed for scalable economic development solutions across rural Texas.

CONCLUSION

The Brenham | Washington County Economic Development strategy complements and supports the priorities outlined in the 2025-2029 Texas Economic Development Strategic Plan. The alignment between these two frameworks creates a strong foundation for future partnerships, shared funding opportunities, and enhanced visibility. By staying connected to state-level initiatives and continuing to build on this alignment, the City of Brenham and Washington County can position themselves as a key contributor to Texas' long-term success.







ALIGNMENT WITH THE BRENHAM PLAN 2040

This strategic plan for economic development is designed to be an extension of the community's broader vision, not a separate or competing agenda. It builds on the foundation set by the Brenham Plan 2040, the City of Brenham's official comprehensive plan adopted in 2020. While the Comprehensive Plan establishes a citywide framework for growth, infrastructure, housing, and quality of life, this economic strategy focuses on how to activate that vision through jobs, investment, and coordination across institutions.

Rather than operating in parallel, the two plans are mutually reinforcing. The strategic priorities and initiatives outlined in this document were developed with direct reference to the goals and land use policies laid out in the Brenham Plan 2040. The following key areas illustrate where the plans align and how this strategy supports the implementation of the broader vision:

DOWNTOWN REVITALIZATION AND INFILL DEVELOPMENT

The Brenham Plan 2040 calls for revitalizing the downtown core, supporting mixed-use development, and encouraging infill on underutilized parcels. This economic strategy includes specific actions to help advance those goals, including streamlining the approvals for upper-floor residential units and small-scale commercial activity. The recommended marketing efforts are designed to protect downtown's identity while increasing foot traffic and business activity, especially in light of upcoming changes to traffic patterns from new highway infrastructure.

HOUSING DIVERSITY AND AFFORDABILITY

The Comprehensive Plan identifies the need for a greater mix of housing types to accommodate a diverse population, including young professionals, families, and seniors. This economic development strategy emphasizes the department's role in supporting carefully vetted housing projects that address workforce and community needs.

INFRASTRUCTURE INVESTMENT AND GROWTH MANAGEMENT

The Brenham Plan 2040 emphasizes the importance of infrastructure planning that supports controlled, sustainable growth. Building on that guidance, this strategy recognizes that infrastructure is a key driver of economic development opportunities. The economic development department supports smart, well-aligned infrastructure investment decisions, such as those related to utilities, broadband, and site readiness, that ensure job growth and tax base expansion move in step with the community's capacity to serve new development.

TRANSPORTATION AND CONNECTIVITY

Traffic circulation, multi-modal access, and regional mobility are all addressed in the comprehensive plan. This strategy complements those goals with a focus on access to industrial sites, coordination with TxDOT for signage improvements, and downtown connectivity enhancements such as regional trails that link employers, housing, and public amenities. These infrastructure improvements help maintain accessibility while supporting business retention and workforce attraction.

GOVERNANCE AND INTERAGENCY COLLABORATION

The Brenham Plan 2040 highlights the need for long-term coordination among public entities, educational institutions, and private partners. This strategy responds with an implementation framework centered on a shared CRM system and public progress-to-goal tracking on the new economic development website. These tools strengthen collaboration and help ensure that growth reflects community values while earning public trust. By aligning land use, infrastructure, housing, and governance, this plan operationalizes the Brenham Plan 2040 and ensures long-term growth is supported through targeted investments and coordinated action. It serves not only as an economic roadmap but also as a key mechanism for delivering on the promises of the city's broader plan.

IMPLEMENTATION FRAMEWORK AND KEY PERFORMANCE INDICATORS

This strategy builds on the strong foundation of collaboration already taking place in the City of Brenham and Washington County. With active communication and trusted partnerships already in motion, the next phase is to align around clear roles, track measurable outcomes, and maintain momentum through shared accountability. This implementation framework offers a practical structure to guide day-to-day activities, coordinate long-term priorities, and ensure all stakeholders stay informed and connected as progress is made.

TOOLS TO SUPPORT EXECUTION

Three key tools will serve as the operational backbone of the plan:

- Customer Relationship Management (CRM) System – The current EDOiQ CRM platform can track business retention visits, recruitment prospects, follow-ups, and engagement across partner organizations. This ensures institutional knowledge is preserved even with staff transitions and keeps projects from stalling due to communication gaps. A well-maintained CRM can also support reporting, performance evaluation, and stronger continuity between initiatives.
- Online Economic Scorecard on the New Website – A public-facing Economic Scorecard can be integrated into the new Brenham | Washington County Economic Development website. This tool can clearly communicate priority areas, key performance indicators, and real-time progress updates. Updated annually, the scorecard can reinforce transparency, show community impact, and keep elected officials, partners, and residents informed of outcomes and milestones.
- Work and Activities – To drive consistent execution, Brenham | Washington County Economic Development should outline tactics and partner roles for each strategic priority. Doing so will help coordinate internal focus and external collaboration and assistance from stakeholders.

WHAT SUCCESS LOOKS LIKE: KEY PERFORMANCE INDICATORS

A well-defined set of key performance indicators (KPIs) provides a clear, transparent, and measurable framework for tracking success across the economic development strategy. These metrics reflect both regional priorities and industry-standard benchmarks, enabling continuous improvement and accountability.

Business Retention & Expansion

- Number of existing employer visits completed annually
- Number of follow-up actions resolved or supported
- Number of at-risk employers successfully retained or stabilized
- Level of satisfaction among existing employers with support efforts

Target Industry Business Recruitment

- Number of qualified business prospects generated annually
- Number of active projects in the recruitment pipeline
- Number of successful business recruitment wins
- Total new jobs announced and capital investment secured
- Acres of certified or "shovel-ready" industrial land available

Marketing and Promotion

- Growth in economic development website traffic and engagement
- Number of earned media placements and social media impressions
- Quantity and quality of new or updated marketing materials
- Number of marketing campaigns deployed annually

Workforce & Talent Development

- Number of employer workforce surveys or roundtables conducted annually
- Number of jobseekers or students connected to training pathways
- Number of employers engaged in CTE curriculum development or internships
- Number of visitors to workforce/talent portal on new website

Entrepreneurship & Innovation

- Number of entrepreneurs or small businesses assisted annually
- Number of startups completing business acceleration



programming

- Number of pitch event participants and funding connections made
- Amount of capital accessed through local microgrant/ loan programs
- Traffic and engagement metrics on small business resource portal

Overall Impact & Visibility

- Number of primary jobs created or retained
- Average wage of jobs created through projects
- Number of speaking engagements or presentations delivered by staff
- Annual progress updates presented in-person and published on the Economic Development Scorecard

WORK AND ACTIVITIES

Once this Strategic Plan is formally adopted, Brenham | Washington County Economic Development should regularly communicate progress made on strategic priorities. This ensures clarity, accountability, and alignment among staff, leadership, and community partners. It also allows for timely adjustments based on evolving priorities, partner capacity, and real-world outcomes.

Communication should serve as a dynamic management tool that defines how the five strategic priority areas including Business Retention and Expansion, Targeted Business Recruitment, Marketing and Promotion, Workforce and Talent Development, and Entrepreneurship and Innovation will be advanced over the coming year. In line with economic development best practices, this communication should:

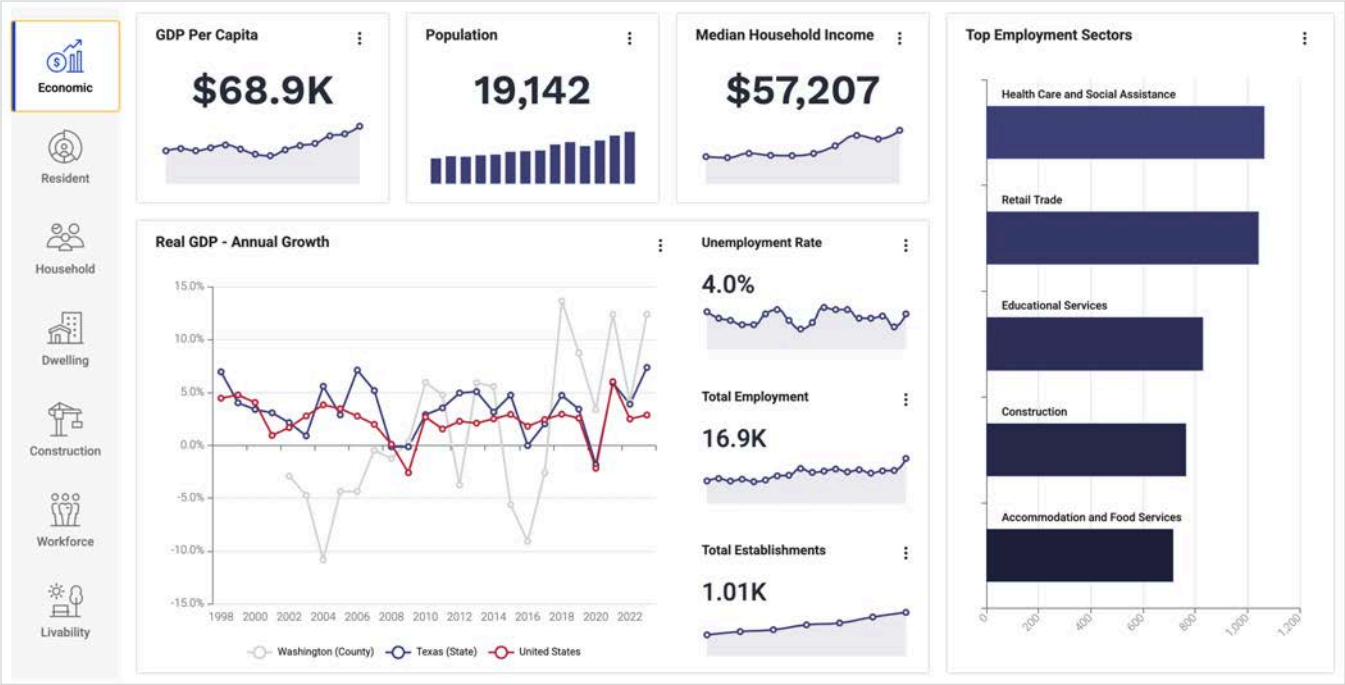
- **Outline Specific Activities and Tactics** – Clearly define initiatives tied to each priority area, including new programs, outreach efforts, marketing campaigns, or partnership projects.
- **Assign Responsible Parties** – Identify which staff members, consultants, or partner organizations are leading or supporting each activity.
- **Establish Timelines** – Set quarterly or monthly timelines for the launch and completion of specific initiatives, allowing for steady progress tracking.
- **Allocate Budgets** – Include cost estimates or confirmed funding for each initiative to ensure appropriate resourcing and financial oversight.
- **Define Key Performance Indicators (KPIs)** – Link each activity to measurable outcomes... such as number of BRE visits, prospects contacted, site tours hosted, or entrepreneurs supported... to reinforce accountability.
- **Enable Coordination and Buy-In** – Share efforts with City leadership for review and approval, encouraging shared ownership and stronger collaboration.
- **Provide a Basis for Progress Reporting** – Use all elements of work conducted and activities for quarterly updates and the public-facing Economic Scorecard, reinforcing transparency and responsiveness.

APPENDICES

(UNLESS OTHERWISE NOTED, ALL OF THE FOLLOWING DATA WAS PROVIDED BY BRENHAM | WASHINGTON COUNTY ECONOMIC DEVELOPMENT.)

APPENDIX A – SELECTED DATA TABLES

ECONOMIC



INSIGHTS

Brenham's economy is efficient, resilient, and growing at a pace that strengthens its long-term competitiveness.

Steady, sustainable growth defines the Brenham economy, driven by strong business productivity, moderate population increases, and competitive household incomes. High GDP per capita reflects robust output relative to community size. Population growth has remained manageable, avoiding strain on infrastructure, while income levels point to a stable workforce and reliable consumer spending. Together, these indicators reinforce Brenham's long-term economic resilience and its readiness for strategic expansion.

GDP per Capita

Brenham's high per capita output reflects a productive economy supported by a diverse industry base, including manufacturing, healthcare, education, and tourism. This foundation supports future investment and continued business development.

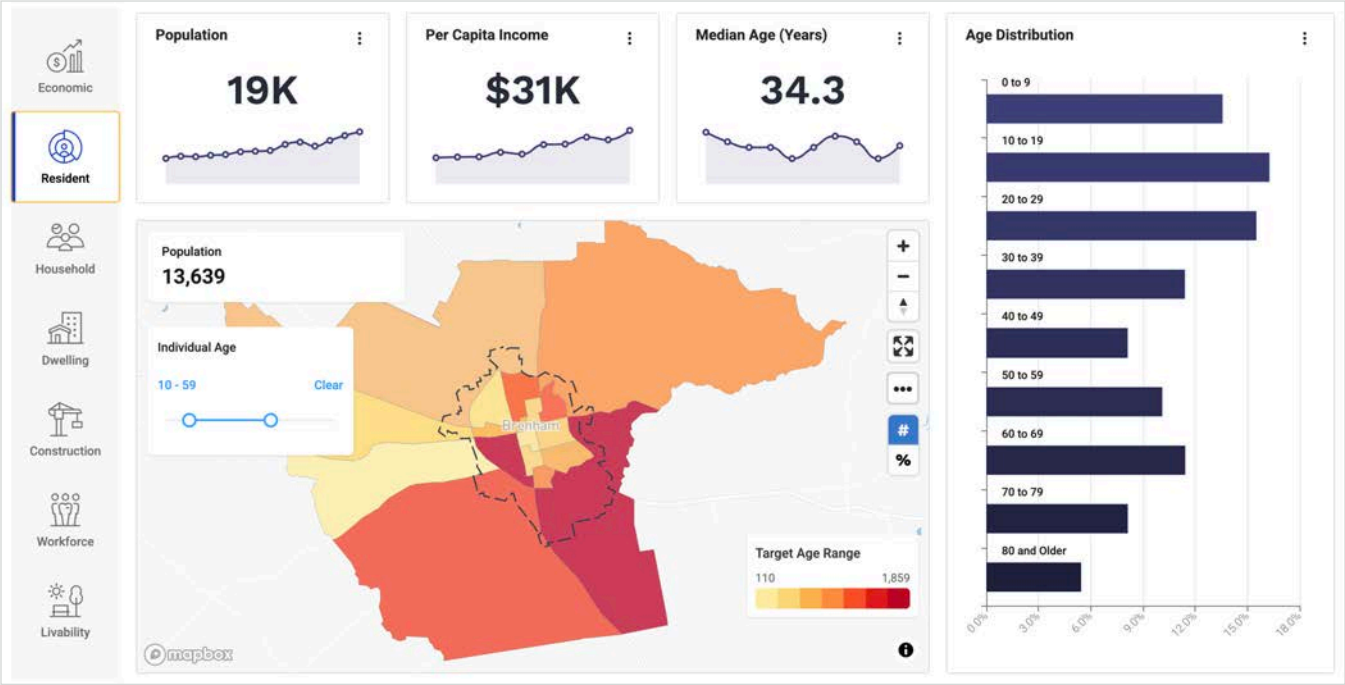
Population

Washington County's population stands at 36,337, with steady growth over the past decade. This gradual increase supports workforce and market expansion without creating the service and infrastructure challenges common in faster-growing metros.

Median Household Income

With a median income of $57,207, residents have the spending power to sustain local businesses, while employers benefit from cost-effective labor. These income levels help attract and retain workforce talent and support Brenham's housing, retail, and service markets.

RESIDENT



INSIGHTS

Brenham's residents form a stable, skilled, and diverse workforce foundation that supports long-term economic growth.

A strong concentration of working-age individuals, rising educational attainment, and steady population growth provide a reliable and adaptable labor base. Demographic diversity and a significant veteran presence further enhance leadership capacity and cultural strength, positioning Brenham to meet the evolving workforce needs of employers.

Population by Age Group

Most residents are between 18 and 64, with the largest group aged 35 to 54. This age mix supports a seasoned, career-established workforce and a strong pipeline of leadership and technical talent.

Educational Attainment

Over 85% of residents have a high school diploma or higher, and around 30% hold a college or advanced degree. This aligns with workforce needs in healthcare, advanced manufacturing, education, and business services.

Population Growth Rate

Steady growth over the past decade has enabled proactive planning for workforce, infrastructure, and community services, ensuring growth strengthens rather than strains resources.

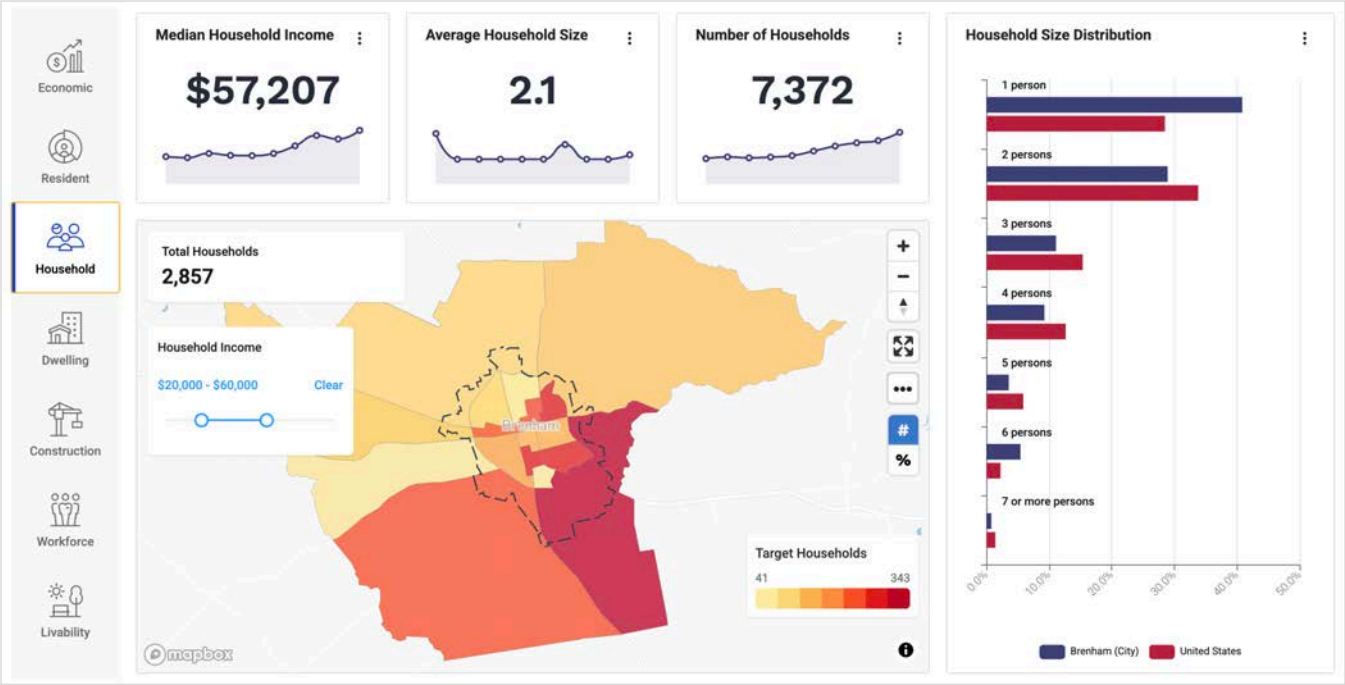
Race and Ethnicity

Brenham is home to a racially and ethnically diverse population, enhancing cultural vitality and supporting businesses that serve broad and dynamic markets.

Veterans Population

Veterans bring leadership, technical skills, and discipline, contributing across key sectors including logistics, manufacturing, public safety, and healthcare.

HOUSEHOLD



INSIGHTS

Brenham's household trends reflect economic stability, rising prosperity, and strong support for workforce attraction and long-term community growth.

Growing household incomes, steady housing expansion, and a balanced mix of household sizes support both local consumer demand and resident quality of life. These trends strengthen Brenham's appeal to families, professionals, and retirees.

Household Income

The median household income of $57,207 provides a strong foundation for local spending and workforce retention. It supports a stable market for retail, healthcare, education, and services, while helping residents maintain a high quality of life.

Household Size and Composition

With an average of 2.1 people per household, Brenham mirrors national family-oriented trends. A mix of family, single-person, and multi-generational households supports broad housing and service needs.

Housing Growth Trends

Household counts have grown steadily over the past decade, reflecting overall population and economic stability. This trend supports continued residential development, infrastructure expansion, and real estate investment.

Housing Tenure

Approximately 65% of occupied housing units are owner-occupied, signaling strong community investment and neighborhood stability. A healthy rental market provides flexibility for students, young professionals, and new residents.

DWELLING/HOUSING



INSIGHTS

Brenham's housing market is growing at a sustainable pace, with strong homeownership, diverse options, and affordability that supports workforce and population growth.

Homeownership remains high, new construction is adding inventory, and home prices remain competitive with the broader region. These trends ensure Brenham can continue to support workforce expansion and community stability as demand rises.

Housing Units

Washington County has seen steady growth in housing units, supporting both population and household increases. The range of options, including single-family homes, apartments, and senior living, meets the needs of varied income levels and lifestyles.

Homeownership Rates

About 65% of occupied housing units are owner-occupied, reflecting long-term community investment and neighborhood stability. High ownership levels support civic engagement and residential quality of life.

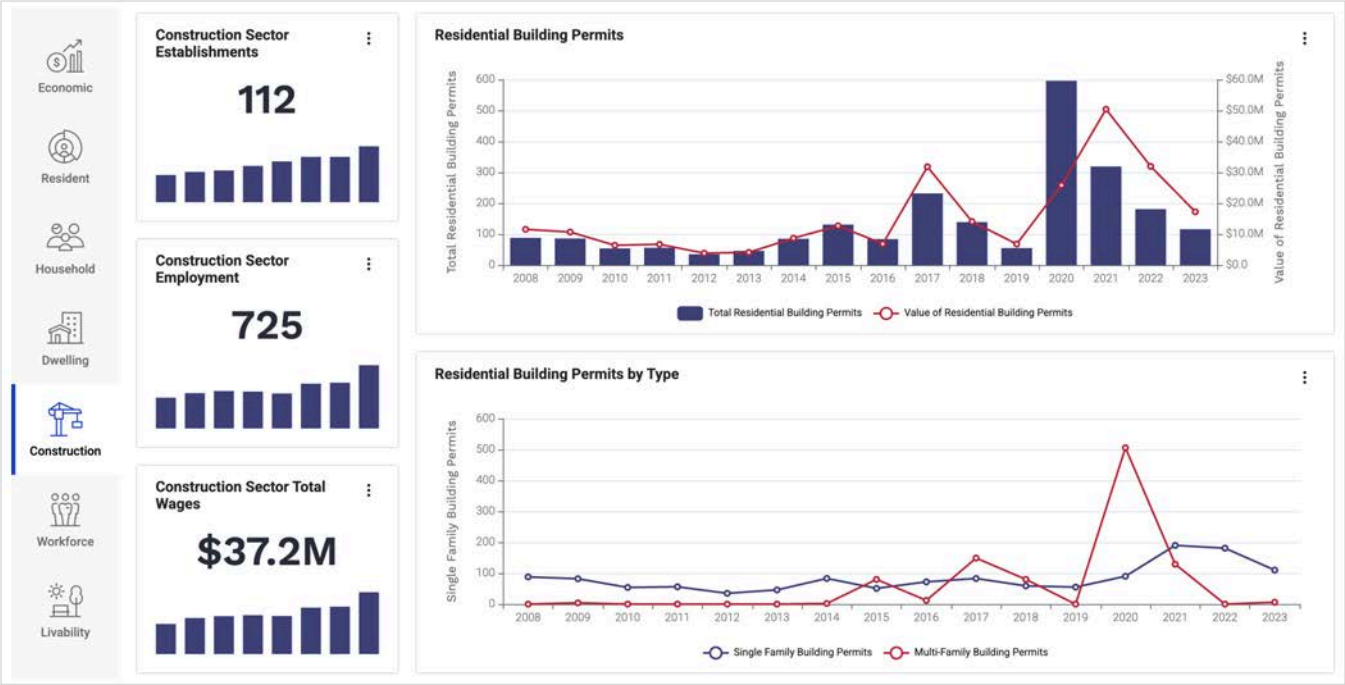
Rental Market

Brenham offers accessible rental options for students, young professionals, and transitioning families. A strong rental market provides flexibility for new residents and supports workforce housing needs.

Housing Affordability

Brenham's housing costs remain favorable compared to major metros, helping attract first-time buyers, young families, and retirees. Competitive pricing supports workforce retention and broad residential appeal.

CONSTRUCTION



INSIGHTS

Construction trends in Brenham reflect a responsive, balanced economy, actively preparing for growth in housing, business, and infrastructure.

Residential development has kept pace with population growth, while commercial and industrial projects are expanding Brenham's economic base. Infrastructure investments continue to strengthen long-term sustainability, positioning the community to meet future workforce and business needs.

Residential Construction

Residential construction has remained consistent over the past decade, adding needed supply through new single-family homes, townhomes, and multifamily projects. This diversified inventory supports the needs of young professionals, families, and retirees.

Commercial and Industrial Construction

Driven by demand from manufacturing, healthcare, education, and retail, commercial and industrial construction supports business recruitment, job creation, and expansion of the local tax base.

Infrastructure Investment

Ongoing improvements in water, sewer, roadways, and broadband support new development and improve quality of life. Infrastructure readiness is a key competitive advantage in business attraction.

Building Permit Trends

Steady growth in permit activity reflects developer confidence and a well-managed approach to residential and commercial expansion.

WORKFORCE



INSIGHTS

Brenham's workforce is stable, skilled, and well-aligned with the needs of local industries, providing a dependable foundation for future business growth.

A balanced distribution of employment across key industries, such as manufacturing, healthcare, education, retail, and tourism provides Brenham with economic resilience and flexibility. Workforce development efforts, including strong partnerships with Blinn College and other regional institutions, help keep local talent aligned with evolving business needs.

Labor Force

Washington County's civilian labor force exceeds 17,000 individuals, reflecting a high participation rate for a community of its size. A stable, career-established workforce helps reduce turnover and offers employers a reliable talent base across a wide range of skills and roles.

Employment by Industry

Brenham's employment base is well-diversified, with manufacturing, healthcare, education, retail, and tourism providing the largest shares of jobs. This broad industry mix reduces vulnerability to economic swings and supports career pathways at multiple education and skill levels.

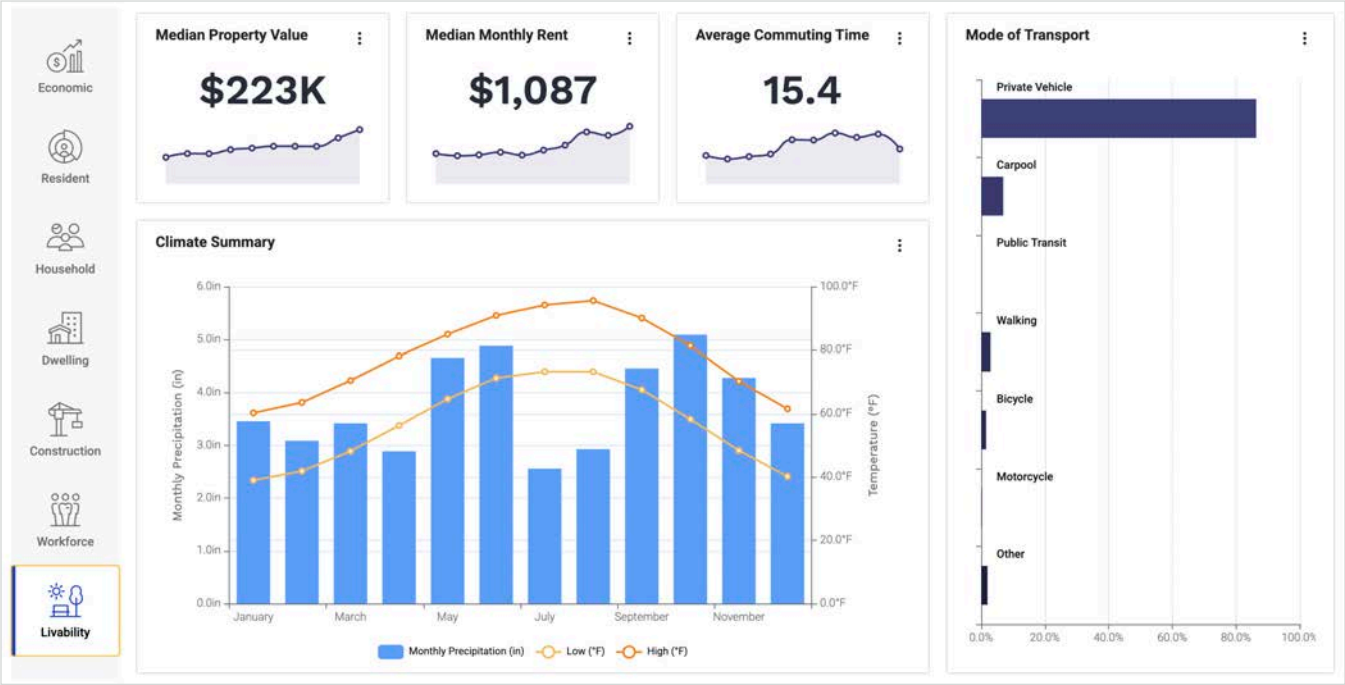
Workforce Development and Training

Blinn College and other regional partners offer industry-aligned training in healthcare, advanced manufacturing, business, and technology. These programs ensure a steady pipeline of skilled workers for both current employers and future industry needs.

Regional Workforce Access

Strategically located between Houston and Austin, Brenham benefits from access to a broader regional labor market. This geographic advantage enhances recruitment efforts for employers seeking specialized skills or large-scale workforce capacity.

LIVABILITY



INSIGHTS

Brenham offers a high quality of life with affordability, strong amenities, and access to education and healthcare, critical factors for talent attraction and retention.

The region's mix of small-town charm and access to major metro areas appeals to residents of all ages. These livability strengths help employers recruit and retain talent, while reinforcing Brenham's appeal as a place to live, work, and invest.

Cost of Living

Brenham's cost of living remains below both state and national averages, with affordable housing, transportation, and healthcare. This supports workforce stability, household satisfaction, and local consumer activity.

Educational Opportunities

Brenham is served by strong public schools and Blinn College, one of Texas's leading two-year institutions. Proximity to Houston and Austin expands access to advanced degrees and specialized training.

Healthcare Access

Local healthcare providers offer a full range of services, including emergency, preventive, and specialized care, helping meet resident needs and supporting business recruitment.

Recreation and Culture

Parks, trails, festivals, and a vibrant downtown provide diverse recreational and cultural options. Brenham's arts, music, and historic character contribute to a strong sense of place that sets it apart.

APPENDIX B – METHODOLOGY AND SOURCES

The plan draws on a wide range of reliable and public-facing data sources, as well as original research. These sources include:

- U.S. Census American Community Survey five-year estimates (population, housing, educational attainment)
- Bureau of Labor Statistics Local Area Unemployment Statistics (labor force participation, unemployment rate)
- Realtor.com and Texas Real Estate Research Center (housing price trends and market data)
- City of Brenham (building permit activity and capital improvement records)
- Texas Water Development Board (infrastructure capacity reports for water and wastewater)
- Seventeen stakeholder interviews conducted March through April, 2025
- Peer community benchmarking drawn from public plans for Bastrop, Seguin, and Nacogdoches
- Texas Economic Development Strategic Plan (Bigger Better Texas), Office of the Governor, 2025

City Council Regular Meeting

AGENDA ITEM 8

Agenda Item: **Discuss and Possibly Act Upon Bid No. 26-004 Related to the Purchase of Lime for the City of Brenham Water and Wastewater Utility System and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: February 19, 2026

Department: Public Utilities

Staff Contact: Jerry Saldivar, Director of Water and Wastewater

SUMMARY STATEMENT:

On January 30, 2026, staff opened bids to provide the City of Brenham Wastewater Treatment Plant with bulk fine quicklime for a twelve (12) month term. Lhoist North America of Texas, LLC, submitted the only responsive bid, increasing the cost from $307.00 per ton to $336.79 per ton for the twelve-month term. An additional bid was received after the deadline and could not be considered.

Staff recommends awarding the bid to Lhoist North America of Texas, LLC at a cost of $336.79 per ton for a twelve (12)-month term. The contract would be for one (1) year with the option of two (2) additional one-year renewals under the same terms.

ATTACHMENTS:

1. Bid Tabulation Form 26-004

RECOMMENDATION:

Award Bid No. 26-004 related to the purchase of Lime for the City of Brenham Water and Wastewater Utility System to Lhoist North America of Texas, LLC in the amount of $336.79/ton and authorize the Mayor to execute any necessary documentation.

ITB 26-004 LIME

Friday, January 30, 2026 @ 11AM

BIDDERS	Bid Received Date/Time	UNIT PRICE PER TON	EXTENDED PRICE	NOTES
Lhoist North America of Texas LLC	1/29/26 8:14am (TL)	$336.79	$202,074.00	Demurrage $80.00 hr. after 2hrs
Texas Lime Company	1/30/26 1:45pm	N/A	N/A	BID REJECTED & SENT BACK. REC'D AFTER DEADLINE TIME.

City Council Regular Meeting

AGENDA ITEM 9

Agenda Item: **Discuss and Possibly Act Upon a Chapter 380 Economic Development Agreement Between the City of Brenham and Rachael Beseda Related to the Life Safety Grant Program for Property Addressed as 216 W. Alamo Street, Brenham Texas, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: February 19, 2026

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Background: Resolution R-25-038, adopted by City Council on December 18, 2025, established the Life Safety Grant Program (the "Grant"). This program provides financial assistance through a reimbursable matching grant to support improvements to Downtown properties required for compliance with the Texas Accessibility Standards, the International Fire Code, and the International Building Code. Property owners and businesses seeking to activate vacant or underutilized spaces in the Downtown District have frequently expressed concerns about the high cost of required code upgrades—particularly fire sprinkler and alarm systems. To help offset these costs, which provide a clear public benefit by enhancing health, safety, and welfare for downtown patrons, owners, and staff, the Grant was funded through the Tax Increment Reinvestment Zone (TIRZ) in the amount of $120,000.00, with a maximum award of $60,000 per property. Applications for the initial program year were due January 30, 2026.

Grant Applications and Review: Staff received six applications requesting a combined reimbursement of approximately $340,000.00. Applications were reviewed by a panel consisting of, Allen Jacobs, Building Official, Steven Loving, Fire Marshal, Shawn Bolenbarr, Director of Municipal Gas & Utility Services, Teresa Rosales, Economic Development Director, Leigh Linden, Main Street Manager. Applications were evaluated based on completeness, timeliness, and alignment with the following prioritized objectives:

1. Stimulate redevelopment of vacant second and third-story buildings.
2. Encourage repair of non-conforming buildings that pose risks to public health, safety, and welfare.
3. Promote private investment in downtown commercial and multi-family housing through public incentives.
4. Support economic and business development by enabling safe, code-compliant occupancy of residential and commercial spaces.
5. Ensure compliance with applicable Building and Fire Codes and Texas Accessibility Standards.

Recommended Grant Award

An application was submitted by Rachael Beseda, owner of the property located at 216 W. Alamo Street. The building is currently vacant and was previously used for furniture and antique sales. The

applicant intends to redevelop the property into Rally Room - a Sports Bar and Grill. Proposed building plans include a 4,431-square-foot first floor and a 1,192-square-foot mezzanine.

The redevelopment requires installation of a fire sprinkler system and a fire alarm system, both of which the applicant has requested reimbursement. The applicant has also requested grant funding for the fabrication and installation of an ADA-compliant front entrance door. The application was submitted on time, was complete, included two competitive bids for each improvement, and provided detailed construction plans demonstrating compliance with adopted codes.

Fire Sprinkler System
• American Fire Systems: $59,230.00
• Empire Fire and Safety: $76,785.00
Fire Alarm System
• American Fire Systems: $30,100.00
• Fire Tron: $12,850.00
ADA Front Entrance Door
• TR Specialty Welding, LLC: $6,250.00
• Riley's Welding: $4,875.00

The review panel recommends awarding a $47,102.50 grant, contingent upon completion of the improvements and compliance with all program requirements. The recommended reimbursement amount is based on the bids submitted by American Fire Systems for both the fire sprinkler and fire alarm systems. The panel determined that using a single contractor for these life-safety components will support a cohesive and integrated fire suppression and alarm system. Additionally, the panel found that the American Fire Systems proposals were more closely aligned with the submitted construction plans and fully addressed the required scope of work to meet applicable building and fire codes. The total recommended grant amount also incorporates the lowest bid received for the ADA-compliant front entrance door.

Per the Chapter 380 Agreement, reimbursement will cover 50% of the actual cost of the improvements. Construction must begin within 90 days of grant approval and be completed within 180 days of the start of construction. A passing inspection and compliance with the grant reimbursement standards are required prior to reimbursement.

Staff recommends approval of the attached Chapter 380 Agreement, finding that the proposed scope of work and grant terms are consistent with the goals and objectives of the Life Safety Grant Program.

ATTACHMENTS:

1. Chapter 380 Agreement and 216 W Alamo Street

RECOMMENDATION:

Approve a Chapter 380 Economic Development Agreement between the City of Brenham and Rachael Bedsea related to the Life Safety Grant Program for property addressed as 216 W Alamo Street, Brenham Texas, and authorize the Mayor to execute any necessary documentation.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRENHAM AND RACHAEL BESEDA

This Chapter 380 Economic Development Agreement (the "Agreement") is entered into as of February 19, 2026 (the "Effective Date") by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (the "City"), by and through its Mayor, and Rachael Beseda, owner of the property located at 216 W Alamo Street, Brenham, Texas (sometimes referred to herein as "Grantee" and "Property Owner"), collectively sometimes referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, on December 18, 2025, the City approved Resolution No. 25-038, establishing the Downtown Life Safety Grant Program ("Program"), attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes; and

WHEREAS, the Program is an Economic Development Program created and adopted pursuant to Section 380.001 of the Texas Local Government Code; and

WHEREAS, the City desires to approve a Grant to the Grantee in accordance with the Program, hereby finding the proposed improvements to be in compliance with the Grant; and

WHEREAS, the City Council of the City of Brenham ("City Council") hereby finds that construction of the Improvements will positively impact the local economy through expansion of the City's ad valorem tax base, sales tax revenue, and creation of jobs in the community; and

WHEREAS, the City Council find and determines that this Agreement will effectuate the purposes set forth in the Program, and that Grantee's performance of its obligations herein will promote health and safety and stimulate economic vitality in the Historic Downtown District; and

WHEREAS, the City Council supports the continued growth and expansion of economic development in the City by entering into this Agreement to promote and expand desirable commercial growth within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHMENT

1.01 The City Council of the City established the Downtown Life Safety Grant Program (the

"Program") to encourage necessary life safety and ADA improvements to existing buildings within Downtown Brenham, and the City Council finds and determines that this Agreement will effectuate the purposes of the Program, and that the Grantee's performance of its obligations herein will encourage the repair of non-conforming buildings, stimulate development of vacant or underutilized buildings and stimulate business and commercial activity in Downtown Brenham, as authorized by Chapter 380 of the Texas Local Government Code.

ARTICLE 2.
DEFINITIONS

2.01 The terms "Agreement," "Effective Date," "City," "Grantee," "Property," "Parties," and "Program" shall have the meanings provided herein above.

2.02 "Substantial Completion" shall mean the point that a passing final inspection or a Certificate of Occupancy is issued for the Improvements by the City.

2.03 "Grant Payment" shall mean the payment to the Grantee, on a reimbursement basis, in the amount of Forty Seven Thousand One Hundred and Two Dollars and Fifty Cents ($47,102.50) upon Substantial Completion of the Improvements, and documented compliance with the Reimbursement Procedure in accordance with the Program requirements.

2.04 "Improvements" shall mean the scope of work to be completed by the Grantee as described in section 4.01 (B) of this Agreement.

ARTICLE 3.
TERM

3.01 The term ("Term") of this Agreement shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on the date Grant Payment is issued to the Grantee. Notwithstanding the preceding sentence in this Section 3.01, or any other provision of this Agreement, this Agreement shall terminate no later than November 16, 2026.

ARTICLE 4.
OBLIGATIONS OF GRANTEE

In consideration and as a prerequisite of the City's incentives, Grantee agrees to the following:

4.01 Completion Requirements:

(A) Complete Application: Grantee has submitted a completed Downtown Life Safety Grant Program Application attached hereto as Exhibit "B" and acknowledges receipt of and agrees to comply with all Downtown Life Safety Grant Program Requirements incorporated herein.

(B) Improvements: Grantee agrees to complete the following improvements to the property addressed at 216 W Alamo Street as listed in the Grant Program application (Exhibit "B"):

1. Installation of a Fire Sprinkler System in accordance with the 2021 International Fire

Code. Scope of work includes hot tap water connection from main within the City of Brenham alley at the rear of the property and associated improvements into and within the building.

2. Installation of a Fire Alarm System in accordance with the 2021 International Fire Code.

3. Fabrication and installation of a handicap accessible front door in accordance with the Texas Accessibility Standards and 2021 International Building Code.

(C) Building Permits: Grantee shall obtain appropriate Building Permits prior to the commencement of construction.

(D) Commencement of Construction: Grantee shall commence construction within ninety (90) days of the effective date of this Agreement.

(E) Substantial Completion: the Improvements shall be Substantially Completed within one hundred and eighty (180) days from the construction start date. Workmanlike Pursuit: Grantee agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the Eligible Improvements as a good and valuable consideration of this Agreement.

(F) Design and construct the Project in accordance with the statutes, ordinances, rules, and regulations of the City of Brenham, as well as applicable local, County, state, and federal laws.

(G) The total investment by Grantee for the development, installation, construction and shall be at least approximately Ninety Four Thousand Two Hundred and Five Dollars ($94,205.00). For the purposes of this Section 4.01(G), expenditures made by the Grantee for the design of the Improvements shall be excluded in calculating the total amount of investment by Grantee in the Project.

(H) The Property shall be free and clear of any Liens and/or Assessments owed to the City and Grantee must be in good standing with the City to qualify for and receive any incentives. Grantee shall timely pay and remain current on all property taxes imposed on the Property or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency.

1. Grantee shall have the right to protest, contest, or litigate: (a) any assessment of the value of the Property by the Washington County Appraisal District which appraises real or personal property on all or any part of the Property; and, (b) any tax imposed on the Property by any taxing authority with jurisdiction that includes the Property.

(I) In further consideration, Grantee covenants and agrees that the Improvements will be maintained for the life of the building, except in the event of Force Majeure. The failure to maintain, removal or modification of the Improvements, without express written consent by the City, could result in recapture of the Grant, as outlined in Section 7.04. The Parties acknowledge and agree that this Section 4.01(I) shall survive termination of this Agreement.

4.02 Documentation

(A) Grantee shall submit to the City, as a condition of payment of any incentive, reasonably detailed evidence of compliance with the Reimbursement Procedure outlined in Section 1.G – Reimbursement Procedure set forth in Exhibit "A".

ARTICLE 5.
CITY OBLIGATIONS

Subject to Grantee's performance of its obligations as required by this Agreement, to promote local economic development pursuant to the Program, the City shall grant Grantee the following economic development incentives:

5.01 Subject to Grantee complying with all of its duties and obligations in this Agreement and the Grant guidelines attached hereto, the City agrees to pay Grantee a Grant Payment not to exceed 50% of the paid receipts or Forty Seven Thousand One Hundred and Two Dollars and Fifty Cents ($47,102.50). The Payment shall be paid based on the paid receipts documented upon Grantee's compliance with Section 4.01 and 4.02 and reaching Substantial Completion on the Project.

5.02 The City agrees to pay the Grant Payment, in the amount specified in Section 5.01, within thirty (30) days after Grantee achieves Substantial Completion and compliance with Sections 4.01 and 4.02 herein above.

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

6.01 Grantee hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Grantee and this Agreement constitutes the legal, valid, and binding obligation of Grantee, and is enforceable in accordance with its terms and provisions.

6.02 Notwithstanding any other provision of this Agreement, Grantee shall comply with all federal, state, and local laws and regulations.

6.03 Grantee certifies that Grantee does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If Grantee is convicted of a violation under 8 U.S.C. § 1324a(f), that is proven to have occurred during the term of this Agreement, Grantee shall repay the full amount of the public Grant Money provided under this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the City notifies Grantee of the violation.

ARTICLE 7.
BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

7.01 Except as otherwise provided in this Section 7.01 and Subsection 7.03(D), a breach of this Agreement occurs should either party fail to comply with any of the material terms or conditions of this Agreement, and any such failure (hereinafter, a "breach") specified, remains uncured for thirty (30) days following the breaching party's receipt of written notice (the "Breach Notice") from the non-breaching party, delivered in accordance with Section 12.09 herein below, of the event and nature of such breach; provided, however, that

if such breach is not reasonably susceptible of cure within such thirty (30) day period and the breaching party has commenced and is continuing to diligently pursue the cure of such breach, then after first advising the non-breaching party of such cure efforts, the breaching party shall automatically receive an additional thirty (30) day period within which to cure such breach. The non-breaching party may authorize additional time to cure any such breach but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 8 herein below. Further time for cure of a breach by the breaching party shall be extended by the reasonable time the breaching party is delayed by a force majeure event. The provisions of this Section 7.01 providing the parties hereto with a right to cure a breach are not applicable to Subsection 7.03(D) of this Agreement.

7.02 Upon the occurrence and during the continuation of any uncured breach, the City shall have the right to suspend the Grant Payment specified in Article 5 herein above, pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 12.09 herein below. If the City delivers a Suspension Notice pursuant to this Section 7.02, then Grantee shall thereafter have no right to receive the Grant Payment specified in Article 5 herein above unless and until Grantee has cured the breach or breaches specified in the Breach Notice.

7.03 This Agreement shall terminate upon any one of the following:

(A) Except as set forth in Section 3.01 above, on November 16, 2026; unless mutually extended by Grantee and the City acting through its City Council, or at such time when the City has paid a Grant Payment whichever occurs first.

(B) Subject to the right to cure described in this Article 7, upon written notice from Grantee to the City, upon any breach by the City of its obligations specified in this Agreement.

(C) Subject to the right to cure described in this Article 7, upon written notice from the City to Grantee, upon a breach by Grantee of its obligations specified in this Agreement.

(D) By the City, immediately upon written notice to Grantee, with no right to cure as described in this Article 7, if Grantee: 1) has not timely completed all Improvements described in Section 4.01(B) and obtained a passing final inspection or Certificate of Occupancy by November 16, 2026.

7.04 In the event that the Improvements are removed from the Property, modified, or not maintained as required herein, without the express written consent of the City, the Grantee shall immediately refund and return all Payments to the City within thirty (30) days of said removal. Failure to return all Payments shall be deemed a material breach of the Agreement and the City may seek any and all remedies to recover the same, including the recovery of all costs and reasonable attorney's fees. The Parties acknowledge and agree that this Section 7.04 shall survive termination of this Agreement.

ARTICLE 8.
FORCE MAJEURE

Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, unreasonable delay in issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), unreasonable delay in governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, epidemic or other public health emergency, or other causes beyond the parties' reasonable control, including but not limited to, any governmental order or restriction, or any court order or judgment resulting from any litigation affecting the Project, Property or this Agreement.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO GRANTEE REPRESENTATIVE

9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

9.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure or Grant Payment made to Grantee as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 10.
ASSIGNMENT

Grantee may not assign any part of this Agreement without express written approval by the City Council of the City of Brenham, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of Grantee's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

11.01 GRANTEE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF GRANTEE OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE CITY, OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR VOLUNTEERS. NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED AS

WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE CITY UNDER STATE OR FEDERAL LAW EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS PROVISION IS SOLELY FOR THE BENEFIT OF GRANTEE AND THE CITY AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY OTHER PERSON.

11.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Grantee's property or improvements.

ARTICLE 12.
MISCELLANEOUS MATTERS

12.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

12.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with the City of Brenham Home Rule Charter and ordinances of City, as amended, and all applicable local, state and federal laws and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under or involving this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.

12.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

12.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

12.06 Governmental Powers. By execution of this Agreement, the City does not waive or surrender any governmental immunities, powers or rights.

12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the

parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.

12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) three business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Grantee: Rachael Beseda
214 W Alamo Street
Brenham, TX, 77833
Rallyroom216@outlook.com
(832) 248-6655

City: City of Brenham, Texas
200 W. Vulcan St.
Brenham, TX 77833
ATTN: Carolyn D. Miller, City Manager

With a copy to: Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
(512) 904-9441
Fax (512) 904-9445
cary@boveycochran.com

12.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

12.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

12.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit or other legal proceeding between the parties arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BRENHAM, TEXAS

By: _____
Name: Atwood C. Kenjura
Title: Mayor

ATTEST

By: _____
Jeana Bellinger, City Attorney

APPROVED AS TO FORM

By: _____
Cary L. Bovey, City Attorney

GRANTEE,

By: _____
Name: Rachael Beseda
Title: Owner, 216 W Alamo Street

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 Accessibly 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 Gant 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

Downtown Life Safety Grant Program Application

City of BRENHAM

Rachel Beseda	832-248-6655	rallyroom216@outlook.com
Property Owner's Name	**Telephone No.**	**E-Mail**

214 W Alamo Street Brenham, TX 77833

Property Owner's Mailing Address

Agent's Name	**Telephone No.**	**E-Mail**

Agent's Mailing Address

Rally Room Sports Bar and Grill - 216 W Alamo Street

Building Name and Address

Crumpler	76	20-22 and Part of 23
Subdivision	**Block**	**Lot(s)**

Zoning of Property: B-3

Current Use of Property: Vacant **Proposed Use of Property:** Sports Bar and Grill

Life Safety Improvement #1: Fire Sprinkler System **Grant Request: $** 29,615

Cost Estimate No. 1 prepared by: American Fire System **Total for Cost Estimate No. 1: $** 59,230

Cost Estimate No. 2 prepared by: Empire Fire & Safety **Total for Cost Estimate No. 2: $** 76,785

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

Life Safety Improvement #2: Fire Alarm System **Grant Request: $** 15,050

Cost Estimate No. 1 prepared by: Fire Tron **Total for Cost Estimate No. 1: $** 12,850

Cost Estimate No. 2 prepared by: American Fire System **Total for Cost Estimate No. 2: $** 30,100

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

Life Safety Improvement #3: ADA Front Entrance Door **Grant Request: $** 2,437.50

Cost Estimate No. 1 prepared by: Riley Welding LLC **Total for Cost Estimate No. 1: $** 4,875

Cost Estimate No. 2 prepared by: TRS Specialty Welding LLC **Total for Cost Estimate No. 2: $** 6,250

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

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

mural

Source mainstreet **Amount** $4,972.10

Date Funds Awarded May 1, 2025

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

fire sprinkler and alarm system to bring a downtown space up to code to be able to utilize for a sports bar and grill

front door is currently not ADA compliant

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 | Rachael Beseda
Property Owner's Printed Name

214 West alamo Brenham TX 77833 | 832 248 6655
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 | 216 W Alamo
Printed Name | Property Owner's

Agent's Signature | Agent's Printed Name

Agent's telephone number | Agent's Address

Exhibit "A"

I. DOWNTOWN LIFE SAFETY GRANT PROGRAM REQUIREMENTS

A. Goal:

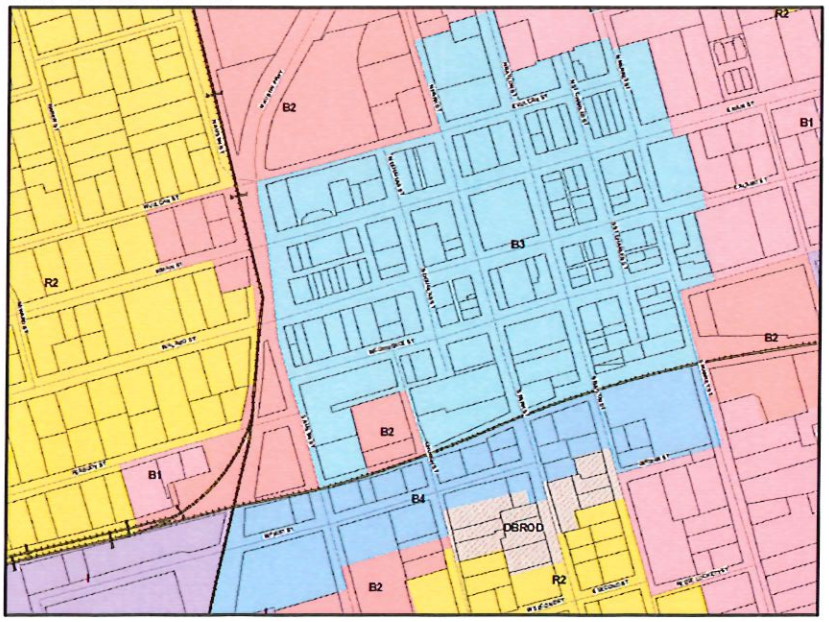
The Grant program seeks to provide financial assistance for the installation of life safety improvements in compliance with the Texas Accessibility Standards, International Fire Code and International Building Code. The Grant program will benefit the Brenham community by assisting Downtown Brenham property 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. Approved Construction must be completed and approved by the City within one-hundred and eighty days (180) days from the construction start date or the grant funding will be automatically withdrawn and funds will revert back into the program and reimbursement will not be made. Projects which are expected to extend beyond one-hundred and eighty days (180) of construction may be permitted and will be evaluated at the time a complete application is submitted and prior to the fully executed Chapter 380 Agreement.

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.

Through Tax Year 2025

TAX CERTIFICATE

Certificate # 3403

Issued By:
Consolidated Tax Collections of Washington County
P.O. Box 2199
Brenham, TX 77834-2199

Property Information

Property ID: 22514 Geo ID: 2300-076-02000
Legal Acres: 0.0000
Legal Desc: S2300 - Crumpler, BLOCK 76, Lot 20,21,22, 2 ft off of 23
Situs: 216 W ALAMO ST BRENHAM, TX 77833
DBA: EDUARDO LOPEZ FURNITURE DESIGN
Exemptions:

Owner ID: 64209 100.00%
BESEDA RACHAEL
214 W ALAMO ST
BRENHAM, TX 77833

For Entities
BLINN COLLEGE
BRENHAM ISD
CITY OF BRENHAM
WASHINGTON CO FM
WASHINGTON COUNTY

Value Information	
Improvement HS:	0
Improvement NHS:	182,530
Land HS:	0
Land NHS:	164,880
Productivity Market:	0
Productivity Use:	0
Assessed Value	290,614

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 01/29/2026 Total Due if paid by: 01/31/2026 0.00

Tax Certificate Issued for:	Taxes Paid in 2025
CITY OF BRENHAM	1,358.91
WASHINGTON COUNTY	874.64
BLINN COLLEGE	126.02
WASHINGTON CO FM	230.17
BRENHAM ISD	2,233.08

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 01/29/2026
Requested By: BESEDA RACHAEL
Fee Amount: 10.00
Reference #: 22514

Page: 1

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

January 7, 2026

The Rally Room
Rachael Beseda
C: 832-248-6655
identifyingmarks@hotmail.com

PROJECT:

THE RALLY ROOM
218 WEST ALAMO STREET
BRENHAM, TX. 77833

PRICING:

Proposal Total:
FIFTY-NINE THOUSAND TWO HUNDRED THIRTY DOLLARS ($59,230.00)

Thank you for the opportunity to submit the proposed agreement this date, between American Fire Systems, Inc., ("AFS") and **The Rally Room,** ("customer"). This Proposal shall become a binding agreement of AFS and Customer upon its execution.

AFS proposes to furnish labor and materials to complete the scope of work as outlined below at the address noted above for the sum of all qualifications and exceptions are outlined in this scope letter. Our quotation for this work is as follows:

SCOPE OF WORK:

1. AFS to start 1' above finish grade.
2. Install a wet fire sprinkler system per NFPA13.
3. Cut head to fit center of tile.
    a. Provide and install ½" 155deg brass uprights for open ceilings.
    b. Provide and install ½" 155deg pendants for finish ceilings.
4. Provide and install 4" check valve for Fire Department Connection. (If FDC is remote to be installed by others)
5. Provide and install alarm valve with trim and drain.
6. Provide and install inspectors test and drain.
7. Provide and Install a 10" electric bell. (To be wired by others)
8. Provide and install headbox with spare heads and wrench.
9. Fire sprinkler system to be supplied by the water line at the riser room and installed by others. This water line shall be a minimum 6" flanged outlet at 1'-0" A.F.F. supplied by a minimum 6" pipe.
10. Our proposal does not include the cost of participating in a composite clean-up crew.
11. Preparation of drawings, hydraulic calculations, and equipment catalogs for submittal to the owner and Authority Having Jurisdiction for approval, including permits, costs and fees associated with submittal.
12. CAD files must be available for our design. Any costs associated with obtaining these files will be the responsibility of the owner/general contractor. "As-Built" drawings and Operation & Maintenance Manuals will be provided at the close of the project.
13. All piping 1" to be schedule 40 black steel pipes with threaded fittings.
14. All piping 1 1/4" and greater to be schedule 10 with grooved fittings.
15. Testing of system AFS worked on including visual for compliance prior to cover up by sheetrock and final inspection after trim, including testing of flow and tamper switches.
16. One-year warranty on all materials and labor for piping and systems installed by our company.

THE UNDERGROUND SCCOPE:

1. The expected scope is to connect to the discharge side of the City provided TS&V at 4" Main alley way back of building.
2. Install approximately 5 LF of 4" C-900 DR-18 PVC piping from connection to 5' out of building, and install a sectioned ductile iron 4" riser from 5' out to 1' AFF outside at back of building north side.
3. We have included paving R&R as necessary to complete this scope of work, a wall core for above ground piping by AFS, and two protection pipe bollards at new exterior riser.

Notes:

- Submittal & permits are included in this proposal.
- Our trenches shall be backfilled with excavated soils.
- Paving spoils shall be removed from the site and disposed of in a legal manner.
- Should the Authority having Jurisdiction require changes in design or additional appurtenances those changes and/or additions would be negotiated prior to commencement of work.

EXCLUSIONS:

1. Seismic bracing.
2. Notice to tenants shall be provided by others. This scope of work does not include issuing or managing tenant notifications.
3. MIC treatment/testing.
4. 3D drawings and/or BIM.
5. Performance and payment bonds.
6. Any modification to branch lines and/or main feed after designed will be proposed separately.
7. Sprinklers under exterior canopies, soffits, awnings, pergola and/or glass coverage, Combustible concealed sprinkler heads installed between floors, per NFPA-13.
8. Painting, labeling, and patching, including painting and labeling of piping if required.
9. Cutting, patching, repairing sheetrock and/or any finish ceiling type.
10. Cleaning of sprinkler heads from drywall, texture, and paint after covers have been removed for trim.
11. Our proposal does not include the cost of participating in a composite clean-up crew.
12. Heaters. It is the building owners' responsibility to provide adequate heating for all areas of the building.
13. Fire watch.
14. Electrical wiring. All flow switches and valve tamper switches are provided as required by code, but no wiring of any kind is included in this proposal.
15. Adequacy of water supply.
16. Fire pumps and/or tanks are not considered in this proposal.
17. Davis bacon/prevailing wage.
18. Per historical data and company policy, AFS does not install galvanized piping on dry systems. Industry professionals have proven corrosion issues are probable when galvanized is used on a dry system.
19. Overtime work. All work to be completed in the normal 40 hour work week and according to the schedule available at bid time.

We sincerely appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide your fire protection needs on this project. Pricing is held firm for ***30 days*** and is contingent upon mutually acceptable contract language. If this proposal is accepted, please include it as a portion of the contract documents. Please call if you have any questions.

Date: _____

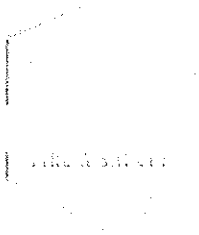
Name: _____

Title: _____

Owner or
Agent of Owner Signature: _____

Thank you,

Mike A. Morales
Service Sales
Mobile: 832-405-6488
Office:713-466-9898
E-mail: *mike@americanfiresys.com*



Eddie Barrera

281-635-8503

The Rally Room
218 West Alamo Street , Brenham , Tx, 77833
Rachel Beseda
identifyingmarks@hotmail.com
832-248-6655

Scope Of Work

SCOPE OF WORK

1. **Empire Fire and Safety shall commence installation beginning 1' above finished grade.**
2. **Provide and install a complete wet fire sprinkler system** in full compliance with **NFPA 13** standards.
3. **Sprinkler head installation shall include the following:**
   - Ceiling tiles shall be cut to ensure sprinkler heads are centered.
   - Furnish and install ½" **155° brass upright sprinkler heads** for open ceiling areas.
   - Furnish and install ½" **155° pendant sprinkler heads** for finished ceiling areas.
4. **Provide and install a 4" check valve** for the Fire Department Connection (FDC).
   - *If the FDC is remotely located, installation shall be performed by others.*
5. **Provide and install an alarm valve** complete with all required trim and drain assemblies.
6. **Provide and install an inspector's test and drain assembly.**
7. **Provide and install a 10" electric bell.**
   - *Electrical wiring to be furnished and installed by others.*
8. **Provide and install a headbox,** including all required spare sprinkler heads and the appropriate wrench.
9. **Fire sprinkler system water supply:**
   - The system shall be supplied by a water line located within the riser room, to be installed by others.
   - The water line shall consist of a **minimum 6" flanged outlet at 1'-0" A.F.F.**, supplied by a minimum **6" pipe.**
10. **This proposal expressly excludes all costs** associated with participation in any composite clean-up crew.
11. **Provide preparation and submittal of all drawings, hydraulic calculations, and equipment catalog data** required by the Owner and the Authority Having Jurisdiction, including all permit fees and associated costs.

12. **CAD files shall be made available for design purposes.**

- Any expenses incurred in obtaining such files shall be the responsibility of the Owner or General Contractor.
- **As-Built drawings** and **Operation & Maintenance Manuals** will be provided upon project completion.

1. **All 1" piping** shall consist of Schedule 40 black steel pipe with threaded fittings.
2. **All piping 1¼" and larger** shall consist of Schedule 10 pipe with grooved fittings.
3. **System testing shall include:**

- Visual inspections for compliance prior to concealment by sheetrock.
- Final inspection following trim installation, including full testing of **flow switches** and **tamper switches.**

1. A one-year **warranty** shall be provided on all labor and materials for piping and systems installed.

UNDERGROUND SCOPE OF WORK

1. **Connection to City Infrastructure:**
   Empire Fire and Safety shall connect to the discharge side of the City-provided TS&V at the existing **4" main** located in the alley at the rear of the building.
2. **Underground Piping Installation:**
   - Install approximately **five linear feet of 4" C-900 DR-18 PVC piping** from the connection point to a location 5 feet outside the building.
   - From 5 feet outside the building to 1' AFF at the exterior (north side), install a **sectioned 4" ductile iron riser.**
3. **Additional Work Included:**
   - Removal and replacement of paving as required to perform the work.
   - Wall core drilling for above-ground piping.
   - Installation of **two protective pipe bollards** at the new exterior riser location.

NOTES

- **Submittals and permits** are included within this proposal.
- All trenches shall be **backfilled with excavated soils.**
- **Paving spoils** will be removed from the site and disposed of in accordance with all applicable regulations.
- Should the **Authority Having Jurisdiction (AHJ)** require design modifications or additional components, such changes will be **reviewed, priced, and approved** prior to commencement.

Scope and Terms

Empire Fire and Safety will perform the scope of work described above **in accordance with all applicable NFPA standards.**

- This quote is **valid for 30 days** from the date of issue.
- **All materials and labor** required to complete the specified work are included.
- **Taxes are excluded from this proposal per company policy.**
- All work will be performed **during normal business hours** unless otherwise noted.
- **Payment Terms:** Payment is due **30 days from the date of the invoice.**
- To authorize work to proceed, this agreement must be **signed and returned via email** to the salesperson listed on this proposal.

Exclusions

Empire Fire and Safety shall not be responsible or liable for the following:

- Any work or liability beyond the scope of the specified repairs.
- Project **delays or downtime** caused by job rescheduling.
- **Leaking shut-off valves** that prevent proper system isolation or require job rescheduling.
- **Draining of underground mains** or any related underground work.
- **Additional repairs** identified during the execution of this work (a separate proposal will be provided if required).
- **Weekend, overtime, or after-hours work**, unless specifically included.
- **Painting, patching, or finishing** of drywall, concrete, block, brick, or gypsum board.
- **Scissor lifts, scaffolding, or other specialty access equipment**, unless otherwise stated.
- **Fire watch services.**
- **Microbiologically induced corrosion (MIC)** that may be introduced into the fire protection system through the water supply.
- **Adequacy of water supply.**
- **Performance and payment bonds.**
- **MIC treatment & testing**
- **Fire and Jockey Pumps and /or tanks are in the proposal.**
-

Underground & Above Fire Sprinkler System	$76,785.00	$76,785.00
Sub Total		$76,785.00
Tax Amount (8.250%)		$0.00
Total Amount		$76,785.00

Approval

I approve this proposal and agree to the terms and conditions.

Name

PO (if required)

Signature

Date

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

Rally Room
Rachel Beseda
Cell: 832-248-6655
Email: identifyingmarks@hotmail.com

January 12, 2026,

PROJECT
Rally Room
Brenham, TX- Brenham Fire Marshal

PRICING SUMMARY
Fire Alarm System- For Rally Room

$30,100.00

Property Proposal Total:
Thirty Thousand One Hundred Dollars (**$30,100.00**)

We are pleased to provide pricing for the project referenced above per the Brenham 2021 IFC Fire Code. This project consists of 1 Building. Pricing is based on Issue for Bid Set of Plans dated 10/1/25. The building will contain a Fire Sprinkler System. Pricing is based on current material prices and is subject to increases due to tariff increases.

SCOPE OF WORK

1. Design, Brenham Fire Marshal Plan Review and Permit Fees. This process can take up to 12 weeks.
2. 1 Potter Fire Alarm Main Control Panel, Potter Power supply, 1 Cellular Dialer at Main Panel Only.
3. Audible Visual devices as required by code.
4. Automatic means of activation as per code.
5. Sprinkler monitoring modules for wet pipe sprinkler systems.
6. Smoke or Heat Detectors above Fire Control Panel.
7. Pull Station at Building exits.
8. Duct detectors for HVAC Shutdown.
9. Required Surge Suppression. High Voltage Surge is to be provided only and installed by a licensed electrical contractor.
10. Fire Alarm wire. Conduit **and Conduit Sleeving listed in exclusions**.
11. Fire caulking as required for Fire Alarm System.
12. Device Back Boxes and Miscellaneous Hardware as required.
13. Labor for Installation, Programming, Pretesting, and Final Acceptance testing with AHJ.
14. All Work to be done during project Normal Business Hours.
15. One Pretest and Final Inspection with AHJ per Section/Floor. Additional Inspections will require additional charges.
16. Due to material lead time the customer may agree to purchase material upfront and have it stored to eliminate a delay when the time comes the equipment needs to be installed.

AMERICAN FIRE SYSTEMS INC.
PROTECTING WHAT YOU VALUE MOST

EXCLUSIONS

1. 120V Dedicated Circuits to Fire Alarm Controls and/or Voice Controls as applicable.
2. Unit, Device, Garage or Underground Data Loop conduit, trenching, core drilling and sleeving for conduit where required
3. Conduit Back boxes, Connectors and Elbows.
4. Installation of 120V Surge Suppressor, Part Provided by FA Contractor with installation by others.
5. Final Termination and Monitoring for any AHU/RTU for fan control shutdown.
6. Final Termination of Wiring to any Fire/Smoke Dampers or Fire Smoke Damper Controls. No Fire/Smoke Dampers noted on Mechanical Plans.
7. Phone Lines to Main Panel. (Cellular Dialer provided for FACP).
8. Punch Out repairs where damage is caused by other trades.
9. Patching and Painting. repairs due to damaged wire by other trades.
10. Any additional equipment required after plan review or final inspection with AHJ.
11. Lift, Phone Lines, Security System, Access Control, Telecommunications of any kind.
12. Monitoring of System requires a separate contract.
13. Breezeway Pull Stations.
14. Boring, Coring or Trenching for underground data loop.
15. Hearing Impaired Doorbells and Telephone Auxiliary Alarms.
16. 2 Way Communications (Area of Rescue Separate Proposal)
17. Access Control, Security Alarm, 911 Pool Phone and Camera Systems.
18. All Pricing based on site plan and unit breakdown provided to American Fire Systems.
19. Emergency Responder Radio System Testing or Equipment. BDA System
20. This proposal does not comply with Davis-Bacon Act and does not have the necessary wage rates required for prevailing wages or time allowed for administration of certified payroll reports.
21. Overtime work. All work to be completed in the normal 40 hours work week and according to the Schedule available at bid time. Overtime, Holiday Hours, before 7 am or after 4 pm
22. After Hours Inspections or Re-inspection Charges caused by GC or other trades.
23. Payment and Performance Bonds. American Fire Systems is bondable at a rate provided at the time of contract and to be paid for by owner.
24. R2 Occupancy College/University/High Rise etc.
25. Vertical Air Handler Devices and Connections
26. Labor to provide labor to clean up once a week.
27. Repair of work damaged by other trades. Repairs required are not provided in this scope.
28. Minor/Major modifications are not covered.
29. Elevator Lobby Communication and Area of Rescue System.
30. Excludes Annual Fire Inspections.
31. Excludes Fire Pump Monitoring.
32. Any special conditions not specifically stated in the bid documents or beyond that which is required by NFPA code as interpreted by the local authority having jurisdiction, owner, or general contractor.
33. Knox Boxes.
34. Unit Smoke Detectors with Low Frequency Sounder Bases required in 2021 Fire Code.
35. Unit/Corridor CO Detectors with Bases.
36. Dust Covers, bagging devices to prevent dust contamination.
37. Replace Defective devices damaged by other trades.

EXCLUSIONS Continued

38. Expediting material cost which includes freight charges. Due to the current material lead time American Fire Systems cannot be held responsible for covering this cost.
39. Insurance. OCIP/CCIP Policies. This proposal is for the Scope of Work stated only and AFS does not agree to enroll in any OCIP/CCIP without our Agent reviewing OCIP/CCIP Limits, Coverages, Deductibles, etc.
40. Monthly Fees for Textura or other Payment Management Sites.

Please be aware of the current supply chain issues the Country is having now. American Fire Systems would like to request to be notified as soon as possible if we will be awarded this project. This will give us the time to plan and order long lead time items in advance to better serve your projects and prevent any unnecessary delays.

AFS reserves the right to recover any reasonable material escalation that exceeds 3% from the time the contract is signed until the time project materials are being purchased.

AFS requests the industry standard 10% retainage only be held out of the labor the project. All material drawn should not have retainage held out of the draw request.

Pricing is held firm for 30 days and is contingent upon mutually acceptable contract language.

If this proposal is accepted, please include it as a portion of the contract documents.

We appreciate the opportunity.

Andrew Curtis
Contract Sales
14205 Westfair West Drive
Houston, Texas 77041
Office 713.466.9898 Mobile 832.560.1874
Email: acurtis@americanfiresys.com

College Station
11400 State Highway 30, Suite 803
College Station, TX 77845
(800) 575-8766

Thursday, January 22, 2026

FIRE ALARM PROPOSAL

CUSTOMER

Company: Rally Room Sports Bar and Grill
Address: Brenham, Tx
Name: Rachel
Email: identifyingmarks@hotmail.com

PROJECT

AUTHORITY HAVING JURISDICTION: Brenham

PROPOSAL REVISION #: Original
PROPOSAL TYPE: Budgetary

CONTRACT DOC COMPLIANCE: Per Plan (Code Minimum)
PROJECT TYPE: Commercial

PRICING

Fire Alarm System $ 12,850.00 **Tax on Material Only**

SCOPE OF WORK

FireTron shall provide a complete & operational NOTIFIER fire sprinkler monitoring system in compliance with code requirements. System to include notification, smoke detection, pull stations, AHU interface, radio for monitoring.

INCLUSIONS

Testing, Warranty (1 Year), Work Day (8 Normal Hours), AHJ Permit, AHU Shutdown(s) (>2,000 CFM), Duct Detector(s), Supervision of (1) wet sprinkler riser per building

EXCLUSIONS

CAD Files, Overtime , Fire Caulk, 120VAC (By Others), Backbox (Install) Cabinet(s), Conduit, Rough-In, Monitoring-Off-Site (Requires Agreement), Devices not required by code, ERRCS (BDA) System, CO detectors, Any Additional AHJ Requirements, Smoke Detection, Low Frequency Sounders

FireTron appreciates the opportunity to quote this project.

This proposal is valid for: 30 Days

Brandon Ivy
Sr. Account Executive

CUSTOMER APPROVAL

Printed Name: _____ **Approval Signature:** _____ **Date** _____

www.firetron.com

From: Brandon Ivy Brandon.Ivy@firetron.com
Subject: Rally Room - Fire Alarm
Date: Jan 22, 2026 at 9:11:57 AM
To: Identifying Marks identifyingmarks@hotmail.com

Good Morning Rachel,

Please see revised fire alarm price to include AHU interface and the radio for monitoring. The instpction/testing annual agreement and monthly monitoring agreement will be separate from the installation agreements.

Thank you,

FIRETRON
LIFE SAFETY SOLUTIONS

Brandon Ivy
Senior Account Executive | **FireTron, Inc**
A: 208 Enterprise Drive, Victoria, TX. 77905
11400 SH-30, Ste. 803, College Station, Texas 77845
O: (800) 575-8766 M: (361) 212-6366
E: brandon.ivy@firetron.com W: www.firetron.com

Riley's Welding LLC
455 Lange Rd
Ledbetter, TX 78946-5221

rileyswelding@aol.com
+1 (979) 966-7656

Bill to
Rally Room Sports Bar and Grill, LLC
214 W. Alamo St.
Brenham, TX 77833

Estimate details

Estimate no.: 2022
Estimate date: 01/28/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/28/2026	Labor and Materials	Fabricate and Install ornamental iron door and frame.	1	$4,875.00	$4,875.00

Total **$4,875.00**

Accepted date **Accepted by**

TR Specialty Welding, LLC
Tommy Riley

Estimate

Date: 01/28/26

To:
Rachael Beseda
Rally Room Sports Bar and Grill, LLC
214 W. Alamo St.
Brenham, TX 77833

Salesperson	Job	Payment terms	Due date
Tommy Riley	Ornamental Door	Net 15 Days	TBD

Qty	Description	Unit price	Line total
1	Build and install an ornamental iron door and frame	6,250.00	6,250.00
		Subtotal	6,250.00
		Sales Tax	0.00
		Total	6,250.00

Thank you for your business!

City Council Regular Meeting

AGENDA ITEM 10

Agenda Item: **Discuss and Possibly Act Upon a Chapter 380 Economic Development Agreement Between the City of Brenham and Century Property Holdings, LLC Related to the Life Safety Grant Program for Property Addressed as 114 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: February 19, 2026

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Background: Resolution R-25-038, adopted by City Council on December 18, 2025, established the Life Safety Grant Program (the "Grant"). This program provides financial assistance through a reimbursable matching grant to support improvements to Downtown properties required for compliance with the Texas Accessibility Standards, the International Fire Code, and the International Building Code. Property owners and businesses seeking to activate vacant or underutilized spaces in the Downtown District have frequently expressed concerns about the high cost of required code upgrades—particularly fire sprinkler and alarm systems. To help offset these costs, which provide a clear public benefit by enhancing health, safety, and welfare for downtown patrons, owners, and staff, the Grant was funded through the Tax Increment Reinvestment Zone (TIRZ) in the amount of $120,000.00, with a maximum award of $60,000.00 per property. Applications for the initial program year were due January 30, 2026.

Grant Applications and Review: Staff received six applications requesting a combined reimbursement of approximately $340,000.00. Applications were reviewed by a panel consisting of Allen Jacobs, Building Official, Steven Loving, Fire Marshal, Shawn Bolenbarr, Director of Municipal Gas & Utility Services, Teresa Rosales, Economic Development Director, Leigh Linden, Main Street Manager. Applications were evaluated based on completeness, timeliness, and alignment with the following prioritized objectives:

1. Stimulate redevelopment of vacant second and third-story buildings.
2. Encourage repair of non-conforming buildings that pose risks to public health, safety, and welfare.
3. Promote private investment in downtown commercial and multi-family housing through public incentives.
4. Support economic and business development by enabling safe, code-compliant occupancy of residential and commercial spaces.
5. Ensure compliance with applicable Building and Fire Codes and Texas Accessibility Standards.

Recommended Grant Award

An application was submitted by Century Property Holdings, LLC (Ken and Katie Burch) for their property at 114 E. Alamo Street, a three-story building currently occupied on the first and third floors by

Brenham Boutique and law offices, respectively. The second floor is vacant and planned for future offices of Plan North Architecture. The applicants requested funding to remove and relocate exterior egress stairs from the South Baylor Street side to the Commerce Street side of the building. The new galvanized steel stairs will provide code-compliant exits for all three floors. The application was timely, complete, and included two competitive bids, detailed construction plans demonstrating compliance with adopted codes, and a Certificate of Appropriateness from the Historic Preservation Committee was previously approved.

Two bids were received:

- Boetcher Enterprises: $115,000.00
- R.D. Steel Erectors: $135,000.00

The review panel recommends awarding a $57,500.00 grant, contingent upon completion of the egress stairs and compliance with program requirements. Per the Chapter 380 Agreement, reimbursement will cover 50% of the actual fabrication cost of the stairs (materials only). Construction must begin within 90 days of grant approval and be completed within 180 days of the start of construction. A passing inspection, and compliance with the Grant reimbursement standards, are required prior to reimbursement.

Staff recommends approval of the attached Chapter 380 Agreement, finding the proposed scope of work and grant terms are consistent with the goals and objectives of the Life Safety Grant Program.

ATTACHMENTS:

1. Chapter 380 Agreement Life Safety Grant 114 E Alamo

RECOMMENDATION:

Approve a Chapter 380 Economic Development Agreement between the City of Brenham and Century Property Holdings, LLC. related to the Life Safety Grant Program for property addressed as 114 E. Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BRENHAM AND CENTURY PROPERTY HOLDINGS, LLC

This Chapter 380 Economic Development Agreement (the "Agreement") is entered into as of February 19, 2026 (the "Effective Date") by and between the City of Brenham, a Texas home-rule municipal corporation located in Washington County, State of Texas (the "City"), by and through its Mayor, and Century Property Holdings, LLC, owners of the property located at 114 E Alamo Street, Brenham, Texas (sometimes referred to herein as "Grantee" and "Property Owner"), collectively sometimes referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Local Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, on December 18, 2025, the City approved Resolution No. 25-038, establishing the Downtown Life Safety Grant Program ("Program"), attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes; and

WHEREAS, the Program is an Economic Development Program created and adopted pursuant to Section 380.001 of the Texas Local Government Code; and

WHEREAS, the City desires to approve a Grant to the Grantee in accordance with the Program, hereby finding the proposed improvements to be in compliance with the Grant; and

WHEREAS, the City Council of the City of Brenham ("City Council") hereby finds that construction of the Improvements will positively impact the local economy through expansion of the City's ad valorem tax base, sales tax revenue, and creation of jobs in the community; and

WHEREAS, the City Council find and determines that this Agreement will effectuate the purposes set forth in the Program, and that Grantee's performance of its obligations herein will promote health and safety and stimulate economic vitality in the Historic Downtown District; and

WHEREAS, the City Council supports the continued growth and expansion of economic development in the City by entering into this Agreement to promote and expand desirable commercial growth within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHMENT

1.01 The City Council of the City established the Downtown Life Safety Grant Program (the

"Program") to encourage necessary life safety and ADA improvements to existing buildings within Downtown Brenham, and the City Council finds and determines that this Agreement will effectuate the purposes of the Program, and that the Grantee's performance of its obligations herein will encourage the repair of non-conforming buildings, stimulate development of vacant or underutilized buildings and stimulate business and commercial activity in Downtown Brenham, as authorized by Chapter 380 of the Texas Local Government Code.

ARTICLE 2.
DEFINITIONS

2.01 The terms "Agreement," "Effective Date," "City," "Grantee," "Property," "Parties," and "Program" shall have the meanings provided herein above.

2.02 "Substantial Completion" shall mean the point that a passing final inspection or a Certificate of Occupancy is issued for the Improvements by the City.

2.03 "Grant Payment" shall mean the payment to the Grantee, on a reimbursement basis, in the amount of Fifty-Seven Thousand Five Hundred Dollars and No Cents ($57,500.00) upon Substantial Completion of the Improvements, and documented compliance with the Reimbursement Procedure in accordance with the Program requirements.

2.04 "Improvements" shall mean the scope of work to be completed by the Grantee as described in section 4.01 (B) of this Agreement.

ARTICLE 3.
TERM

3.01 The term ("Term") of this Agreement shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on the date Grant Payment is issued to the Grantee. Notwithstanding the preceding sentence in this Section 3.01, or any other provision of this Agreement, this Agreement shall terminate no later than November 16, 2026.

ARTICLE 4.
OBLIGATIONS OF GRANTEE

In consideration and as a prerequisite of the City's incentives, Grantee agrees to the following:

4.01 Completion Requirements:

(A) Complete Application: Grantee has submitted a completed Downtown Life Safety Grant Program Application attached hereto as Exhibit "B" and acknowledges receipt of and agrees to comply with all Downtown Life Safety Grant Program Requirements incorporated herein.

(B) Improvements: Grantee agrees to complete the improvements, specifically the construction of exterior egress stairs for the first, second and third floor of the building located at 114 E. Alamo Street as listed in the Grant Program application (Exhibit "B"). Access to from the first, second and third floors of the building onto the exterior egress stairs shall be completed as a condition of grant payment.

(C) Building Permits: Grantee shall obtain appropriate Building Permits prior to the commencement of construction.

(D) Commencement of Construction: Grantee shall commence construction within ninety (90) days of the effective date of this Agreement.

(E) Substantial Completion: the Improvements shall be Substantially Completed within one hundred and eighty (180) days from the construction start date. Workmanlike Pursuit: Grantee agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the Eligible Improvements as a good and valuable consideration of this Agreement.

(F) Design and construct the Project in accordance with the statutes, ordinances, rules, and regulations of the City of Brenham, as well as applicable local, County, state, and federal laws.

(G) The total investment by Grantee for the development, installation, construction and shall be at least approximately One Hundred and Fifteen Thousand Dollars and No Cents ($115,000.00). For the purposes of this Section 4.01(G), expenditures made by the Grantee for the design of the Improvements shall be excluded in calculating the total amount of investment by Grantee in the Project.

(H) The Property shall be free and clear of any Liens and/or Assessments owed to the City and Grantee must be in good standing with the City to qualify for and receive any incentives. Grantee shall timely pay and remain current on all property taxes imposed on the Property or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency.

1. Grantee shall have the right to protest, contest, or litigate: (a) any assessment of the value of the Property by the Washington County Appraisal District which appraises real or personal property on all or any part of the Property; and, (b) any tax imposed on the Property by any taxing authority with jurisdiction that includes the Property.

(I) In further consideration, Grantee covenants and agrees that the Improvements will be maintained for the life of the building, except in the event of Force Majeure. The failure to maintain, removal or modification of the Improvements, without express written consent by the City, could result in recapture of the Grant, as outlined in Section 7.04. The Parties acknowledge and agree that this Section 4.01(I) shall survive termination of this Agreement.

4.02 Documentation

(A) Grantee shall submit to the City, as a condition of payment of any incentive, reasonably detailed evidence of compliance with the Reimbursement Procedure outlined in Section 1.G – Reimbursement Procedure set forth in Exhibit "A".

ARTICLE 5.
CITY OBLIGATIONS

Subject to Grantee's performance of its obligations as required by this Agreement, to promote local economic development pursuant to the Program, the City shall grant Grantee the following economic development incentives:

5.01 Subject to Grantee complying with all of its duties and obligations in this Agreement and the Grant guidelines attached hereto, the City agrees to pay Grantee a Grant Payment not to exceed 50% of the paid receipts or Fifty-Seven Thousand Five Hundred Dollars and No Cents ($57,500.00). The Payment shall be paid based on the paid receipts documented upon Grantee's compliance with Section 4.01 and 4.02 and reaching Substantial Completion on the Project.

5.02 The City agrees to pay the Grant Payment, in the amount specified in Section 5.01, within thirty (30) days after Grantee achieves Substantial Completion and compliance with Sections 4.01 and 4.02 herein above.

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

6.01 Grantee hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Grantee and this Agreement constitutes the legal, valid, and binding obligation of Grantee, and is enforceable in accordance with its terms and provisions.

6.02 Notwithstanding any other provision of this Agreement, Grantee shall comply with all federal, state, and local laws and regulations.

6.03 Grantee certifies that Grantee does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If Grantee is convicted of a violation under 8 U.S.C. § 1324a(f), that is proven to have occurred during the term of this Agreement, Grantee shall repay the full amount of the public Grant Money provided under this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the City notifies Grantee of the violation.

ARTICLE 7.
BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

7.01 Except as otherwise provided in this Section 7.01 and Subsection 7.03(D), a breach of this Agreement occurs should either party fail to comply with any of the material terms or conditions of this Agreement, and any such failure (hereinafter, a "breach") specified, remains uncured for thirty (30) days following the breaching party's receipt of written notice (the "Breach Notice") from the non-breaching party, delivered in accordance with Section 12.09 herein below, of the event and nature of such breach; provided, however, that if such breach is not reasonably susceptible of cure within such thirty (30) day period and the breaching party has commenced and is continuing to diligently pursue the cure of such breach, then after first advising the non-breaching party of such cure efforts, the breaching party shall automatically receive an additional thirty (30) day period within which to cure such breach. The non-breaching party may authorize additional time to cure any such breach but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 8 herein below. Further time for cure of a breach by the breaching party shall be extended by the reasonable time the breaching party is delayed by a force majeure event. The provisions of this Section 7.01 providing the parties hereto with a right to cure a breach are not

applicable to Subsection 7.03(D) of this Agreement.

7.02 Upon the occurrence and during the continuation of any uncured breach, the City shall have the right to suspend the Grant Payment specified in Article 5 herein above, pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 12.09 herein below. If the City delivers a Suspension Notice pursuant to this Section 7.02, then Grantee shall thereafter have no right to receive the Grant Payment specified in Article 5 herein above unless and until Grantee has cured the breach or breaches specified in the Breach Notice.

7.03 This Agreement shall terminate upon any one of the following:

(A) Except as set forth in Section 3.01 above, on November 16, 2026; unless mutually extended by Grantee and the City acting through its City Council, or at such time when the City has paid a Grant Payment whichever occurs first.

(B) Subject to the right to cure described in this Article 7, upon written notice from Grantee to the City, upon any breach by the City of its obligations specified in this Agreement.

(C) Subject to the right to cure described in this Article 7, upon written notice from the City to Grantee, upon a breach by Grantee of its obligations specified in this Agreement.

(D) By the City, immediately upon written notice to Grantee, with no right to cure as described in this Article 7, if Grantee: 1) has not timely completed all Improvements described in Section 4.01(B) and obtained a passing final inspection or Certificate of Occupancy by November 16, 2026.

7.04 In the event that the Improvements are removed from the Property, modified, or not maintained as required herein, without the express written consent of the City, the Grantee shall immediately refund and return all Payments to the City within thirty (30) days of said removal. Failure to return all Payments shall be deemed a material breach of the Agreement and the City may seek any and all remedies to recover the same, including the recovery of all costs and reasonable attorney's fees. The Parties acknowledge and agree that this Section 7.04 shall survive termination of this Agreement.

ARTICLE 8.
FORCE MAJEURE

Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, unreasonable delay in issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), unreasonable delay in governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, epidemic or other public health emergency, or other causes beyond the parties' reasonable control, including but not limited to, any governmental order or restriction, or any court order or judgment resulting from any litigation affecting the Project, Property or this Agreement.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO GRANTEE REPRESENTATIVE

9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

9.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure or Grant Payment made to Grantee as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 10.
ASSIGNMENT

Grantee may not assign any part of this Agreement without express written approval by the City Council of the City of Brenham, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of Grantee's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

11.01 GRANTEE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF GRANTEE OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE CITY, OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR VOLUNTEERS. NOTHING IN THIS PARAGRAPH MAY BE CONSTRUED AS WAIVING ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE CITY UNDER STATE OR FEDERAL LAW EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS PROVISION IS SOLELY FOR THE BENEFIT OF GRANTEE AND THE CITY AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY OTHER PERSON.

11.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with

Grantee's property or improvements.

ARTICLE 12.
MISCELLANEOUS MATTERS

12.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

12.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with the City of Brenham Home Rule Charter and ordinances of City, as amended, and all applicable local, state and federal laws and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under or involving this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.

12.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

12.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

12.06 Governmental Powers. By execution of this Agreement, the City does not waive or surrender any governmental immunities, powers or rights.

12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.

12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) three business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of

notices by service of a notice of such change in accordance with this subsection.

Grantee: Century Property Holdings, LLC
Ken Burch, Jr., President
PO Box 2369 Brenham, TX 77834
ken@plannorth.com
979-251-4506

City: City of Brenham, Texas
200 W. Vulcan St.
Brenham, TX 77833
ATTN: Carolyn D. Miller, City Manager

With a copy to: Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664
(512) 904-9441
Fax (512) 904-9445
cary@boveycochran.com

12.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

12.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

12.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit or other legal proceeding between the parties arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BRENHAM, TEXAS

By: _____
Name: Atwood C. Kenjura
Title: Mayor

ATTEST

By: _____
Jeana Bellinger, City Attorney

APPROVED AS TO FORM

By: _____
Cary L. Bovey, City Attorney

GRANTEE CENTURY PROPERTY HOLDINGS, LLC

By: _____
Name: Ken Burch, Jr.
Title: President, Century Property Holdings, LLC

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 Accessibly 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 Gant 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.

CITY OF BRENHAM TEXAS

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Downtown Life Safety Grant Program Application

City of BRENHAM

Century Property Holdings, LLC 9792514506 ken@plannorth.com

Property Owner's Name **Telephone No.** **E-Mail**

PO Box 2369 Brenham, Tx 77834

Property Owner's Mailing Address

Agent's Name **Telephone No.** **E-Mail**

Agent's Mailing Address

114 E. Alamo Street (JH Faske Building)

Building Name and Address

Subdivision **Block** **Lot(s)**

Zoning of Property: B-3

Current Use of Property: B-Business **Proposed Use of Property:** B-Business

Life Safety Improvement #1: Exterior Egress Stairs **Grant Request: $** 57,500.00

Cost Estimate No. 1 prepared by: Boettcher Enterprises **Total for Cost Estimate No. 1: $** 115,000.00

Cost Estimate No. 2 prepared by: R.D. Steel Erectors **Total for Cost Estimate No. 2: $** 135,000.00

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? No

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.

See attached page

Project Description:

The building, located at 114 E. Alamo Street, currently does not have a reasonable egress route for the 2nd and 3rd floors. The top two floors of the building are assessable either by elevator or the staircase located in the adjacent building with a pass-through door connecting the two properties. Currently there is also a rusty fire escape ladder on the southwest corner of the building. We are requesting assistance from the Life Safety Grant Program to erect a new exterior egress staircase which would serve the top two floors of the building. This new exterior staircase will allow parties to enter and exit the building on the south side of the building without having to access the neighbor's building or use the elevator. The new staircase is a necessity for life safety for the upper two floors. In the case of a fire and the shutdown of the elevator, the new exterior staircase will serve as the emergency egress route. Once the new staircase is installed and inspected, the old fire escape ladder will be removed. This new egress staircase will serve as a safe passage to evacuate the top two floors of the building.

The lowest proposal we received is for the cost of the materials. It does not include the foundation or the cost to erect the staircase. Any assistance toward this life safety improvement would be appreciated.

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	KEN Burch Jr. Property Owner's Printed Name
P.O Box 2364 Brenham TX 77834 Property Owner's Mailing Address	979.251-4506 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

Boettcher Enterprises, Inc.
Lexington, TX | 979-773-2990
Structural & Misc. Steel Fabrication

PRICE QUOTATION

TO: Plan North

Date: 1-28-26

RE: 114 E Alamo Stair Brenham Tx.

We are pleased to quote F.O.B. all weather access to jobsite based on A Drawings consisting of the following:

A. Structural and Misc. Steel (carbon steel only no exotic metals)

1. Columns and beams
2. Stairs and Landings
3. Handrails and guard rails
4. Stair engineering
5. Bolts steel to steel, steel to concrete
6. See Exclusions Below
7. Delivery to jobsite no offloading
8. Detailing shop drawings

Total $115,000 Sales not Tax Included

We exclude the following: Foundation or connections to the existing building engineering, Erection
Standard Exclusions (unless noted as included above) are: Erection, AISC Certification, special coatings (powder coating and epoxy paint), elevations, control lines, erection of grout, wall rails or site/items or cast iron, standing seam roof deck, nosings, grout, demolition, sheetmetal, aluminum, stainless, bronze, brass, copper, thresholds, rebar, mesh, ties and brackets for other trades, cast iron, roof hatch, masonry anchors, shim plates, cold formed metal framing, miscellaneous steel trim, light gauge girts, purlins and eave struts, rough hardware, fencing, fence posts or hardware, hat channels, wire mesh partitions, light gauge framing, expansion joint covers, allowances, field measuring, bolts for wood, all testing, field painting, any special coatings, or field touchups and welding, off-loading (If F.O.B. ONLY), metal building and component parts, tension control bolts, load indicator washers, tilt wall embed layout drawings, sales tax, retainage, liquidated damages, design calculations or Engineer stamp, any other items not specifically mentioned as included or any items not clearly shown and sized on plans as a normal structural or miscellaneous shape.

Note: We will work from a P.O. tied back to this bid.

Respectfully submitted,
Craig Boettcher
(979) 773-2990 - Fax (979) 773-9033
boettcher@reveillebroadband.com
8612 N HWY 77 Lexington, TX. 78947

January 26, 2026 R.D. 33242 Howell Rd, Waller, TX 77484

Steel Erectors Inc
Proposal

This is in regards for Brenham, TX. Within timely manner, we are documenting a written proposal/contract for your review. If everything is in accordance to our agreement, please signed and return to us as your convenience. Thank you for your invitation and consideration in choosing R.D Steel Erectors Inc.

Proposal Agreement between General Contractor & Sub-Contractor:

R.D. Steel Erectors Inc.	**And**	**Collier Construction**
33242 Howell Rd.		**P.O. Box 1889**
Waller, TX 77484		**Brenham, TX 77834**
Cell: 832-567-3957		**Tel:979-836-4477**
Cell:832-808-1425		**Fax:979-836-4940**
Signed: _____		**Signed:** _____
Date: _____		**Date:** _____

Proposed Project: Brenham, TX

Proposed Description: To furnish exterior galvanized stairs at 114 E. Alamo in Brenham, TX.

Proposed Amount: $ 135,000.00

I am pleased to have the opportunity to **Brenham, TX** Project. We're hoping that will get this Project that will give us great opportunity to assist you, **Collier**, in the construction phases of Brenham, TX.

As soon as you give us the okay/signed, we'll ready to proceed to start the construction. Again, thank you for this opportunity. Please just let us know when to start!

Sincerely,
Hector H. Ramos-President
R.D. Steel Erectors Inc.*** Cell: 832-567-3957 *** Email: rdsteelerectors@yahoo.com

Exhibit "A"

I. DOWNTOWN LIFE SAFETY GRANT PROGRAM REQUIREMENTS

A. Goal:

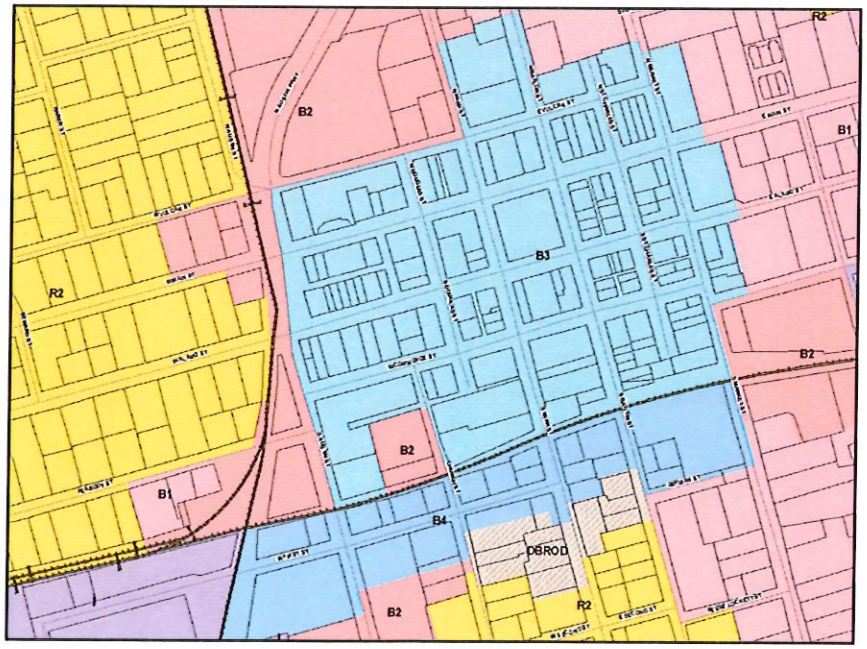
The Grant program seeks to provide financial assistance for the installation of life safety improvements in compliance with the Texas Accessibility Standards, International Fire Code and International Building Code. The Grant program will benefit the Brenham community by assisting Downtown Brenham property 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. Approved Construction must be completed and approved by the City within one-hundred and eighty days (180) days from the construction start date or the grant funding will be automatically withdrawn and funds will revert back into the program and reimbursement will not be made. Projects which are expected to extend beyond one-hundred and eighty days (180) of construction may be permitted and will be evaluated at the time a complete application is submitted and prior to the fully executed Chapter 380 Agreement.

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.

Through Tax Year 2025

TAX CERTIFICATE

Certificate # 3405

Issued By:
Consolidated Tax Collections of Washington County
P.O. Box 2199
Brenham, TX 77834-2199

Property Information

Property ID: 24702 Geo ID: 4750-000-34000
Legal Acres: 0.0000
Legal Desc: S4750 - Original Town Add'n., 34, 40A, 40B, 40C
Situs: 114 E ALAMO ST BRENHAM, TX 77833
DBA: HOSPICE BOUTIQUE
Exemptions:

Owner ID: 205876 100.00%
107 SOUTH BAYLOR RE LLC
107 S BAYLOR ST
BRENHAM, TX 77833

For Entities
BLINN COLLEGE
BRENHAM ISD
CITY OF BRENHAM
WASHINGTON CO FM
WASHINGTON COUNTY

Value Information	
Improvement HS:	0
Improvement NHS:	612,230
Land HS:	0
Land NHS:	386,160
Productivity Market:	0
Productivity Use:	0
Assessed Value	998,390

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 01/30/2026 Total Due if paid by: 01/31/2026 0.00

Tax Certificate Issued for:	Taxes Paid in 2025
CITY OF BRENHAM	4,668.47
WASHINGTON COUNTY	3,004.76
BLINN COLLEGE	432.92
WASHINGTON CO FM	790.72
BRENHAM ISD	7,671.63

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 01/30/2026
Requested By: 107 SOUTH BAYLOR RE LLC
Fee Amount: 10.00
Reference #: 24702

Page: 1

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Century Property Holdings, LLC
803486557

[formerly: 107 South Baylor RE, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/28/2025

Effective: 08/28/2025

Jane Nelson
Secretary of State

Form 424 (Revised 05/11) Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: See instructions**	 **Certificate of Amendment**	This space reserved for office use.

Entity Information

The name of the filing entity is:

107 South Baylor RE, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Cooperative Association
- ☒ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803486557

The date of formation of the entity is: December 6, 2019

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Century Property Holdings, LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

TX

Street Address (No P.O. Box) *City* *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 8/26/25

By: Kathryn, Member
, President

Signature of authorized person

Kathryn E. Burch, Member
Ken Burch, Jr., President

Printed or typed name of authorized person (see instructions)

WRITTEN RESOLUTIONS OF
107 SOUTH BAYLOR RE, LLC,
a Texas limited liability company
AUTHORIZING ACTION WITHOUT MEETING

The undersigned, being all of the Members of 107 South Baylor RE, LLC (the "**Company**"), hereby adopt the following resolutions.

WHEREAS, the company is a Texas limited liability company formed and operating under the laws of the State of Texas;

WHEREAS, at the time of its formation, the Company owned real property located at 107 South Baylor Street, Brenham, Texas;

WHEREAS, since its formation, the Company has purchased, sold, and invested in additional real property and will continue purchasing, selling, and investing in real property;

WHEREAS, in light of the fact that the Company owns additional properties and the possibility that the Company may sell the property located at 107 South Baylor Street, Brenham, Texas, the Company's Members desire to change the name of the Company to Century Property Holdings, LLC;

WHEREAS, following the name change, Century Property Holdings, LLC will continue to operate as a Texas limited liability company and be governed by the laws of the State of Texas; and

WHEREAS, the adoption of the following resolutions shall have the same force and effect as if adopted at a regularly called meeting of the Company's Members.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned hereby authorize the change in the Company's name to Century Property Holdings, LLC; and

FURTHER RESOLVED, that Ken Burch, Jr., in his capacity as President of the Company, is hereby authorized to execute any and all documents and take all steps necessary to executed documents and carry out the name change on behalf of the Company.

Dated Aug. 28, 2025.

Ken Burch, Jr., Member

Kathryn E. Burch, Member

City Council Regular Meeting

AGENDA ITEM 11

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-26-011 Authorizing and Approving Execution of an Equipment - Lease Purchase Agreement with Cadence Equipment Finance, A Division of the Huntington National Bank**

Meeting Date: February 19, 2026

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

At the January 22, 2026, Council Meeting, a financing proposal with Cadence Equipment Finance, Inc. was approved for the purchase of a Street Sweeper for the City of Brenham Drainage Fund. The proposal was for an amount of $369,340.00 with a five-year term and an interest rate of 5.75%. The financing documents have been reviewed by the City Attorney and all requested changes were agreed to and made by Cadence. To finalize this lease-purchase agreement, City Council must approve the attached Resolution provided by Cadence Equipment Finance and reviewed by the City Attorney. The Resolution wording requires this to be a roll call vote.

ATTACHMENTS:

1. Resolution No. R-26-011
2. Exhibits

RECOMMENDATION:

Approve Resolution No. R-26-011 Authorizing and Approving Execution of an Equipment - Lease Purchase Agreement with Cadence Equipment Finance and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-26-011

113880 71097-001

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF THE HUNTINGTON NATIONAL BANK

WHEREAS, Mayor and members of the City Council, the Governing Body (the "Governing Body") of City of Brenham, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of The Huntington National Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Atwood C. Kenjura (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2026.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Atwood Kenjura	Voted: _____
Clint Kolby	Voted: _____
Adonna Saunders	Voted: _____
Albert Wright	Voted: _____
Paul LaRoche	Voted: _____
Leah Cook	Voted: _____
Steve Soman	Voted: _____

The motion having received the affirmative vote of at least four members of the city council, the declared the motion carried and the resolution adopted, this the 19th day of February, 2026.

_____
Atwood C. Kenjura
Mayor

ATTEST:

_____
Jeana Bellinger, TRMC, CMC
City Secretary

(SEAL)

EQUIPMENT LEASE - PURCHASE AGREEMENT

LESSOR:

CADENCE EQUIPMENT FINANCE,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

LESSEE:

City of Brenham, Texas
200 West Vulcan
Brenham, TX 77833

TERMS AND CONDITIONS OF AGREEMENT

1. Agreement.

(a) Lessee requests Cadence Equipment Finance, a division of The Huntington National Bank ("Lessor") to acquire the personal property (herein called "Equipment") described in the attached Lease Schedule(s). Lessee agrees to lease with an option to purchase the Equipment from Lessor and Lessor agrees to lease the Equipment to Lessee upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lessor at its principal office, upon the terms and conditions of this Equipment Lease - Purchase Agreement (the "Agreement"). Lessee represents, covenants and warrants, and as requested by Lessor will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State of Texas (the "State") and is authorized by the Constitution and laws of the State and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (ii) that this Agreement has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Lessee agrees that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect. Lessee further represents, covenants and warrants that Lessee has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part and that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year. In addition, Lessee represents, covenants and warrants to Lessor that:

(i) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens;

(ii) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(b) Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that the interest portions of the Payments as defined in Section 5 hereof shall be deductible from gross income pursuant to Section 103 of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5 hereof: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit (within the meaning of Section 141 of the Code), except for such

use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code); and

(iii) No portion of the gross proceeds of this Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(c) Lessee acknowledges and agrees that the Payments have been calculated by Lessor assuming that the interest portion of each Payment is exempt from federal income taxation. Lessee represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portions of the Payments are exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) In the event that it is determined that any of the interest components of Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Date of Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

(e) Lessee acknowledges that the representations, covenants and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Lessee, Lessor agrees to order the Equipment which Lessee has described in the Lease Schedule(s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Certificate in the form attached hereto as Exhibit D. Notice of any defects must be given to Lessor within thirty (30) days of delivery. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

3. Warranties. Lessor hereby assigns to Lessee for and during the term of this Agreement all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services

furnished in connection with such warranties and guarantees at Lessee's expense. LESSOR IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Agreement Term. This Agreement shall become effective upon the execution hereof by Lessor. The initial term of this Agreement shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end on the last day of Lessee's current fiscal year. The term of this Agreement may be continued, solely at the option of Lessee, for additional successive one-year renewal terms up to the expiration of the number of periods indicated in Schedule A of the Lease Schedule(s) (hereinafter the "Agreement Term"). At the end of the initial term and at the end of each renewal term until the expiration of the Agreement Term, this Agreement shall be automatically renewed on a year-to-year basis, except as provided for in Section 5 and Section 14 below. The Agreement Term for each Lease Schedule shall not exceed 25 years. However, if the Equipment financed under a Lease Schedule finances energy conservation measures, the Agreement Term for that Lease Schedule shall not exceed 20 years.

5. Payments.

(a) Lessee agrees to pay to Lessor or its assignee total Payments ("Payments") set forth in Section A of the Lease Schedule(s), including the interest portions thereof, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee of Lessor as a condition precedent to payment shall be fully explained and provided to Lessor prior to execution of this Agreement. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Lessee reasonably believes that funds can be obtained sufficient to make all Payments during this Agreement Term. It is Lessee's present intent to make Payments for the full Agreement Term if funds are legally available therefor, and in that regard, Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation. Notwithstanding the foregoing, nothing herein shall be deemed to require Lessee's then governing body to pursue annual appropriations to make payments under this Agreement, and Lessor agrees that the decision whether or not to budget or appropriate funds during the Agreement Term is solely within the discretion of Lessee's then governing body.

(c) In the event no funds or insufficient funds are appropriated for Payments and other sums due in any fiscal year under this Agreement, Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to funds which have been previously appropriated. In such event, this Agreement shall terminate without penalty to Lessee on the last day of the fiscal year for which funds were appropriated. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make Payments under this Agreement. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Lease Schedule(s) and shall not be removed therefrom without Lessor's prior written consent.

7. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Lessee shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Payments or any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall:

(a) Replace the same at Lessee's expense with like equipment in good repair; or

(b) Pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under the applicable Lease Schedule, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to such Lease Schedule. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Lessee shall, during the Agreement Term, purchase and maintain insurance, or with Lessor's prior written consent may self-insure, covering specifically all

Equipment of every description under this Agreement against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lessor and shall carry public liability and property damage insurance sufficient to protect Lessor from liability in all events. The proceeds under this insurance shall be payable to Lessee and Lessor or its assignee as additional insured as their interest may appear under the terms and conditions of this Agreement. Such proceeds shall be available to Lessee for the satisfaction of Lessee's obligations under Section 9 hereof. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Lessee shall pay Lessor the amount thereof upon demand whether or not Lessor shall have advanced the funds for Lessee.

12. Indemnity. To the extent permitted by the laws of the State, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment.

(a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign, in whole but not in part, its rights, title and interest in and to this Agreement, and all attachments hereto including Lease Schedule(s), to an assignee/investor or its agent or trustee, and/or grant or assign a security interest in this Agreement or the Equipment, in whole but not in part, and its assignee may reassign this Agreement. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from

time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. **LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS THAT BECOME DUE HEREUNDER.**

14. Purchase Option. At the written request of Lessee, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to a Lease Schedule, and if Lessee is not on such Date of Payment in default pursuant to any provision of this Agreement, Lessor shall convey all of Lessor's right, title and interest in and to the Equipment described in that Lease Schedule to Lessee upon payment by Lessee of the applicable Concluding Payment and the Base Payment due on such date of Payment. Upon satisfaction by Lessee of such purchase conditions, Lessor shall deliver to Lessee a full release of any right, title or interest of Lessor in and to such Equipment.

15. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Agreement, to the extent permitted by the laws of the state, Lessee shall indemnify and hold Lessor harmless from and against, and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Agreement is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Lessee, subject to immediate and automatic reversion to Lessor upon any default by Lessee or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lessor otherwise elects in writing.

16. Personal Property. The Equipment is, and shall at all times during the Agreement Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder, Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, this Agreement and Payments due under this Agreement. Lessee agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees that Lessor may file financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State shall apply as

between the parties hereto and assignees of Lessor.

18. Events of Default. Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Nonpayment when due or within six (6) days thereafter of any Payment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) If any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) If any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) If Lessee shall default in the performance of any obligation or in payment of any sum due to Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to all or any items of the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this

Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date through the end of the then current fiscal year under this Agreement to be immediately due and payable without notice or demand;

(b) Terminate this Agreement as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Lessee, at Lessee's expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid Payments or other sums which are due and payable through the end of the then current fiscal year;

(ii) Any expense paid or incurred by Lessor in connection with the collection of such unpaid Payments and with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of this Agreement Term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of this Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

20. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Lease Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Lease Schedule and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by the provisions hereof and by the laws of the State of Texas.

24. Delivery of Related Documents. Lessee will execute or provide as required by Lessor, the following documents and information in form and substance satisfactory to Lessor:

(a) Equipment Acceptance Certificate;

(b) Legal opinion of counsel as described in Section 1 above;

(c) Statement of Lessee describing the essential functions and uses of the Equipment;

(d) Documents evidencing title and delivery;

(e) Maintenance contract regarding Equipment, if any;

(f) Uniform Commercial Code Financing Statements;

(g) Certificates of liability and casualty insurance naming Lessor and its assigns as additional insureds;

(h) Invoicing instructions; and

(i) Other documents as reasonably requested by Lessor.

25. Entire Agreement; Waiver. This Agreement, together with the Lease Schedule(s) and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Execution in Counterparts; Electronic Transaction. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. In addition; the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[Signature page follows.]

28. Special Stipulations. Any amendment to the terms of this Agreement will be set forth in Exhibit A attached hereto ("Special Stipulations").

LESSOR:
Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE:
City of Brenham, Texas
200 West Vulcan
Brenham, TX77833

By: _____

Title: Mayor

Date: February 19, 2026

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

By: _____

Title: _____

Date: _____

LESSEE: City of Brenham, Texas
200 West Vulcan
Brenham, TX 77833

By: _____

Title: Mayor

Date: February 19, 2026

--NONE--

EXHIBIT A

BOVEY & COCHRAN
PLLC

2251 Double Creek Dr., Suite 204, Round Rock, TX 78664 (512) 904-9441 (512) 904-9445

February 19, 2026

Cadence Equipment Finance,
a division of The Huntington National Bank
17 Highway 64 East
Alma, AR 72921

Re: Equipment Lease - Purchase Agreement dated February 19, 2026 and Lease Schedule No. 01 thereto, dated February 19, 2026, by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Brenham, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Brenham, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 01 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

Cary L. Bovey, City Attorney
City of Brenham, Texas

LEASE SCHEDULE NO: 01

Dated as of: 2/19/2026 To Agreement No: 113880

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of February 19, 2026 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from October 1 to September 30

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) Tymco 600 Regenerative Air Sweeper (S/N: 202601SNT630110BAH)

EXHIBIT C

F. LOCATION.

~~200 West Vulcan, BRENHAM, TX 77833.~~ 1502 E. Blue Bell Rd. Brenham, TX 77833

G. ALTERNATIVE INTEREST RATES.

NA

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:	LESSEE:
Cadence Equipment Finance, a division of The Huntington National Bank 17 Highway 64 East Alma, AR 72921	City of Brenham, Texas 200 West Vulcan Brenham, TX 77833
By: _____	By: _____
Title: _____	Title: Mayor

SCHEDULE A

City of Brenham, Texas
113880 002-0071097-001

DRAFT COPY - Payment due date will be amended at closing

Nominal Annual Rate: 5.750%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	02/03/2026	369,340.00	1		
2	Lease Payment	02/03/2027	87,451.08	5	Annual	02/03/2031

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	02/03/2026				369,340.00
2026 Totals		**0.00**	**0.00**	**0.00**	
Base Payment 1	02/03/2027	87,451.08	21,805.77	65,645.31	303,694.69
2027 Totals		**87,451.08**	**21,805.77**	**65,645.31**	
Base Payment 2	02/03/2028	87,451.08	17,930.08	69,521.00	234,173.69
2028 Totals		**87,451.08**	**17,930.08**	**69,521.00**	
Base Payment 3	02/03/2029	87,451.08	13,825.58	73,625.50	160,548.19
2029 Totals		**87,451.08**	**13,825.58**	**73,625.50**	
Base Payment 4	02/03/2030	87,451.08	9,478.74	77,972.34	82,575.85
2030 Totals		**87,451.08**	**9,478.74**	**77,972.34**	
Concluding Payment 5	02/03/2031	87,451.08	4,875.23	82,575.85	0.00
2031 Totals		**87,451.08**	**4,875.23**	**82,575.85**	
Grand Totals		**437,255.40**	**67,915.40**	**369,340.00**	

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of The Huntington National Bank

RE: Lease Schedule No. 001 dated 2/19/26 to Equipment Lease - Purchase Agreement dated 2/19/26 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of The Huntington National Bank, as Lessor, and City of Brenham, Texas, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Brenham, Texas

By: _____

Title: Mayor

Date: February 19, 2026

EXHIBIT D

City Council Regular Meeting

AGENDA ITEM 13

Agenda Item: **Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Retirement of the City Manager, Potential Roles/Duties of the Retiring City Manager in Facilitating the Transition to a New City Manager, and the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues**

Meeting Date: February 19, 2026

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.