



**NOTICE OF A REGULAR MEETING  
THE BRENHAM CITY COUNCIL  
THURSDAY, APRIL 2, 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 - Mayor Atwood Kenjura**
- 3. Proclamations**
  - Fair Housing Month**
- 4. Service Recognitions**
  - Tammy Jaster, Aquatic Center- 20 Years**
- 5. Special Recognition - Donation to City of Brenham Animal Services**
- 6. Citizen Comments**

**CONSENT AGENDA**

**7. Statutory Consent Agenda**

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

- 7.a. Approve the Minutes from the March 19, 2026 Regular City Council Meeting**
- 7.b. Approve the Appointment of Rick Oldenettle to Fill a Vacancy on the Brenham Police Citizen Advisory Board, for an Unexpired Term to End on December 31, 2028, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.c. Approve the Appointment of Whitney Ray to Fill a Vacancy on the Main Street Advisory Board, for an Unexpired Term to End on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve a Change Order, in the Amount of \$5,861.00, to Altec Industries, Inc. Related to the Purchase of a Digger Derrick Truck and Authorize the Mayor to Execute Any Necessary Documentation**

- 7.e. **Approve the Purchase of an Automatic Transfer Switch System for the Lake Somerville Pump Station from Clifford Power Systems, Inc. Through Texas BuyBoard Contract No. 757-24, In the Amount of \$89,573.84, and Authorize the Mayor to Execute Any Necessary Documentation**

## **REGULAR SESSION**

8. **Discuss and Possibly Act Upon Approval of Ordinance No. O-26-006 of the City of Brenham, Texas, Awarding the Sale and Authorizing the Issuance of the City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2026, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto**
9. **Discuss and Possibly Act Upon a Pole Attachment Agreement Between the City of Brenham and Fiberlight LLC, Related to Various Attachments on Utility Poles Located Within the City Limits and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Techline Sports Lighting LLC for the Installation of Field Lighting at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation**
11. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing New Speed Limits on Highway 36 South from 290 Feeder Road to Brenham City Limits**
12. **Discuss and Possibly Act Upon Final Payment to Solid Bridge Construction LLC Related to the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Discuss and Possibly Act Upon Resolution No. R-26-015 Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program**
14. **Administrative/Elected Officials Report**

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

## **EXECUTIVE SESSION**

15. **Section 551.074, 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**

## **RE-OPEN REGULAR SESSION**

**16. Discuss and Possibly Act Upon the Appointment of an Interim City Manager and Authorize the Mayor to Execute Any Necessary Documentation**

**ADJOURN**

**Executive Sessions:** The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

**CERTIFICATION**

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council on Thursday, April 02, 2026, was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Thursday, March 26, 2026 at 2:00 p.m.

*Jeana Bellinger, TRMC, CMC*  
City Secretary

**Disability Access Statement:** This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested 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 \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# PROCLAMATION

**WHEREAS,** The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law with the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS,** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS,** the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, age, disability, familial status or national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**NOW, THEREFORE** I, Atwood C. Kenjura, Mayor of the City of Brenham, do proclaim April 2026 as Fair Housing Month in the City of Brenham and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

## FAIR HOUSING MONTH



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Atwood C. Kenjura  
Mayor

## **Brenham City Council Minutes**

A Regular Meeting of the Brenham City Council was held on Thursday, March 19, 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 Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Director of Engineering Richard O'Malley, Director of Gas and Utility, Director of Water and Wastewater Jerry Saldivar, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Shauna Laauwe, Gabriela Trejo, David Cella, Jared Beckendorf, Kevin Boggus, Lauren Schluze, Carrie Derkowski and Alex Saenez

### Citizens/Others Present:

Johanna Gessner, Julie Hollis and Michelle Kwiatkowski

### 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 Albert Wright**

**3. Proclamations**

- **Theater In Our Schools Month**

**4. Service Recognition:**

- **Ron Luhn, Volunteer Firefighter - 30 Years**

**5. Special Recognition:**

- **City Manager Carolyn Miller's Retirement**

**6. Citizen Comments**

No citizen comments were heard.

**CONSENT AGENDA**

**7. Statutory Consent Agenda**

- 7.a. Approve the Minutes from the February 19, 2026 and the March 5, 2026, Regular City Council Meetings**
- 7.b. Approve Ordinance No. O-26-003 on Its Second Reading Amending the City of Brenham's Official Zoning Map of the Code of Ordinances to Change the Zoning from a Local Business/Residential Mixed-Use District (B-1) to a Single-Family Residential Use District (R-1) on Properties Identified as Lots 1A-8, Block 1 and Lots 1-16, Block 2 of the Timber Oaks Subdivision, Section III, and Lots 1-5 of the Timber Oaks Subdivision, Section IV, in Brenham, Washington County, Texas (Case No. REZONE-26-001)**
- 7.c. Approve Ordinance No. O-26-004 on Its Second Reading Providing for a No Parking Zone on the Eastward Side of Oak Tree Crossing Beginning at Its Intersection With Old Mill Creek Road and Extending to the Traffic Circle Ending at 1401 Timber Oaks Drive**
- 7.d. Approve Ordinance No. O-26-005 on Its Second Reading Providing for a No Parking Zone on the North Side of W. Alamo St. (Business 290) Beginning at Seward St. and Extending East for Approximately 715 Feet, Ending at the Railroad Tracks**

A motion was made by Councilmember Wright and seconded by Councilmember

Saunders to approve Consent Agenda Items 7.a. through 7.d.

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

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

**No:** None

**Absent:** None

## **WORK SESSION**

### **8. Department Update: Police Department**

Gary Boshears, Police Chief, presented this item and provided the City Council with an update on the City of Brenham Police Department that included the following:

- Staffing
- Statistics on Calls for Service
- Crime Rate Comparisons
- 2025 Department Accomplishments
- Patrol Division
- School Resource Officers Program
- Crime Investigation Division
- Drug and Gang Intelligence and Crime Enforcement (DICE) Unit
- Recent Trends
- Professional Development of Staff
- Community Engagement
- Recruiting and Retention
- Use of Force Analysis
- 2026 Focused Public Safety Strategies
- Drone and a First Responder (DFR) Program
- Celebrating 100 Years of Service

### **9. Discussion and Presentation of the City of Brenham Police Department's 2025 Racial Profiling Report**

Gary Boshears, Police Chief, presented this item. Boshears explained that the report is required under State and Federal law and provides details on traffic stops, citations issues, arrests made, and searches conducted by the Brenham Police Department.

## **10. Discussion and Presentation of the Tax Phase-In Compliance Review Committee Report Regarding Current Tax Phase-In Agreements**

Teresa Rosales, Director of Community & Economic Development, presented this item. Rosales stated that the Tax Phase-In Compliance Review Committee met to review compliance from companies who received tax abatement in 2025. The Committee members are Roger Chambers, Sharlie Douglass, Myron Dippel and Tieman Dippel.

Rosales explained that the following companies applied for abatement in 2025:

- Blue Bell Creameries
- Del Sol
- Double R Brand Foods
- Quest Specialty
- 209 S. Market
- Stan Pac

Rosales stated that all companies were in compliance with their respective Tax Phase-In Agreements.

## **REGULAR SESSION**

### **11. Discuss and Possibly Act Upon Change Order No. 1 from Collier Construction Company Related to the Construction of the Brenham Fire Station No. 2 and Authorize the Mayor to Execute Any Necessary Documentation**

Richard O'Malley, Director of Engineering, presented this item. O'Malley explained that on February 6, 2025, the City awarded a construction contract to Collier Construction, LLC in the amount of \$6,197,085.00 for construction of Brenham Fire Station #2. The City Council is now being asked to consider Change Order No. 1 for the Project, which includes a contract sum adjustment and a contract time adjustment.

O'Malley stated that the originally awarded project includes an allowance for temporary casing of drilled concrete piers in the amount of \$124,705.00. When the piers were drilled, it was determined the casing was not needed to complete the slab structure; therefore, this allowance can be credited back to the City, reducing the contract amount to \$6,072,380.00.

Additionally, while the project is on schedule for substantial completion in April, the contract allows the contractor to request additional days that delayed the project beyond their control, such as weather days, time required coordinating with the design team, and the delivery of specified items, i.e. windows, etc. Collier Construction has

submitted a request for additional time and Staff recommends approval of a 49-day extension to the project schedule.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Change Order No. 1, in the amount of \$124,705.00, from Collier Construction Company related to the construction of the Brenham Fire Station No. 2 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 Change Order No. 1 and Final Payment to Meter Matters LLC for the Water Meter Replacement Project And Authorize the Mayor to Execute Any Necessary Documentation**

Jared Beckendorf, Utility Project and Warehouse Manager, presented this item. Beckendorf stated that on October 16, 2025, City Council awarded the Warranty Meter Changeout Program to Meter Matters, LLC and the project consisted of replacing 2,689 water meters. The Scope of Work included programming, documentation, removal of Old Warranty Meters, and installation of new water meters. The total amount of the approved contract was \$147,826.00.

Beckendorf advised that Meter Matters installed 2,479 of the 2,689 water meters. Out of the remaining 210 meters, 69 had already been installed due to emergencies by City staff and 141 were difficult to get to, or needed additional work beyond the scope of work outlined in the agreement. Due to these reasons, staff felt the best approach was to replace the remaining 141 water meters. Based upon inspection, we have determined that all components were installed correctly and are working properly. After the approval of Change Order No. 1 and the final payment invoice, the total cost for this project will be \$136,244.00, which will be a savings of \$11,582.00.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Change Order No. 1 and Final Payment, in the amount of \$30,030.00, to Meter Matters LLC for the water meter replacement project and authorize the Mayor to execute any necessary documentation.

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

follows:

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

**No:** None

**Absent:** None

**13. Discuss and Possibly Act Upon Resolution No. R-26-012 Authorizing the Submission of a Grant Application to the Texas General Land Office (GLO) for the Texas and Community Development Block Grant Disaster Recovery (CDBG-DR) (TxGLO) Local Communities Program (LCP)**

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that in February, Public Utilities was made aware of a grant fund available from the Texas General Land Office (GLO). The Texas General Land Office (GLO) will administer a new round of HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funding related to the 2024 disaster events, including severe storms and Hurricane Beryl.

Since Washington County has been designated as a HUD Secondary Most Impacted and Distressed (MID) area, the City is eligible to apply for funding through the Local Communities Program. Grant awards may range from \$500,000.00 to \$5,000,000.00 per application, with a required city match of up to 5% of the total project cost (anticipated at \$42,550.00). This is a two-step application process. The first step requires submission of a project proposal for evaluation and if the project scores high enough, the City will be invited to submit a full application.

Saldivar stated that if the grant is awarded, the funding will be used to stabilize Hog Branch Creek to prevent erosion impacting the Wastewater Treatment Plant facility. The creek experienced significant erosion following the severe weather events in 2024. This erosion has reached the back fence line north of the facility, creating a safety hazard for personnel, posing a potential security concern, and a potential TCEQ violation.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Resolution No. R-26-012 authorizing the submission of a grant application to the Texas General Land Office (GLO) for the Texas and Community Development Block Grant Disaster Recovery (CDBG-DR) (TxGLO) Local Communities Program (LCP).

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

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

**No:** None

**Absent:** None

**14. Discuss and Possibly Act Upon Resolution No. R-26-013 Authorizing the Selection of a Grant Administration Service Provider for the Texas General Land Office (TxGLO) Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP)**

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that in March 2026, the City received and evaluated proposals submitted in response to Request for Proposals (RFP) No. 26-008 for Professional Administration Services to assist with grant administration application and implementation for funding through the Texas General Land Office (GLO). Participation in the Community Development Block Grant – Disaster Recovery (CDBG-DR) program requires the City to engage professionals experienced in administering and delivering federally funded projects.

Saldivar stated that the City received three proposals from CCM Advisers, KSBR, LLC, and Langford; with KSBR, LLC receiving the highest overall score. In order to proceed with the submission of the grant application to the Texas General Land Office (GLO), staff is requesting Council approval of this resolution to select KSBR, LLC as the grant administrator for the GLO Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP).

A motion was made by Councilmember Soman and seconded by Councilmember Cook to approve Resolution No. R-26-013 authorizing the selection of a grant administration service provider for the Texas General Land Office (TxGLO) Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP).

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

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

**No:** None

**Absent:** None

**15. Discuss and Possibly Act Upon Resolution No. R-26-014 Authorizing the Selection of an Engineering, Architectural, and Surveying Services Provider for the Texas General Land Office (TxGLO) Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP)**

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that in March 2026, the City received and evaluated submittals in response to Request for Qualifications (RFQ) No. 26-007 for Professional Engineering Services to support the application and implementation of projects funded through the Texas General Land Office (GLO). Participation in Community Development Block Grant – Disaster Recovery (CDBG-DR) programs require the City to engage professionals experienced in providing engineering services for federally funded projects. Saldivar stated that the City received six submittals, with Gessner Engineering receiving the highest overall score based on the established criteria.

Saldivar stated that in order to proceed with the implementation of CDBG-DR projects, staff is requesting Council approval for this Resolution to select Gessner Engineering as the City's professional engineering service provider for the Texas General Land Office (GLO) Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP).

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve Resolution No. R-26-014 authorizing the selection of an engineering, architectural, and surveying services provider for the Texas General Land Office (TxGLO) Community Development Block Grant – Disaster Recovery (CDBG-DR) Local Communities Program (LCP).

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

**16. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2025**

Stacy Hardy, Finance Director, presented this item. Hardy explained that state

law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Hardy introduced Michele Kwiatkowski, audit partner with Seidel Schroeder, to present the 2025 audit.

A motion was made by Councilmember LaRoche and seconded by Mayor Pro Tem Kolby to accept the audit from Seidel Schroeder for Fiscal Year 2025.

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

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

**No:** None

**Absent:** None

## 17. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- The City has maintained its AA- rating by Standards & Poor.
- TXDOT Median Project Townhall will be today at 4:30 p.m. at Blinn College Student Center.

City Secretary/Director of Administrative Services Jeana Bellinger reported on the following:

- Animal Shelter has scheduled their first free microchip and rabies vaccine drive-thru event for Wednesday, April 1st, from 4:00 p.m. to 6:00. They filled all 50 of their available spots within hours of opening the registration. They will plan another event in the fall.
- Recently contacted by a citizen that wants to donate \$20,000.00 to expand the City's SNAP Program to Washington County residents. The donor will attend a Council meeting in April.

City Council adjourned into Executive Session at 2:32 p.m.

## EXECUTIVE SESSION

- 18. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**
  
- 19. 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 4:14 p.m.

**ADJOURN**

\_\_\_\_\_  
Atwood C. Kenjura  
Mayor

\_\_\_\_\_  
Jeana Bellinger, TRMC, CMC  
City Secretary

Draft



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

**Agenda Item:**        **Approve the Appointment of Rick Oldenettle to Fill a Vacancy on the Brenham Police Citizen Advisory Board, for an Unexpired Term to End on December 31, 2028, and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:**        April 2, 2026

**Department:**         Administration

**Staff Contact:**        Jeana Bellinger, City Secretary

**SUMMARY STATEMENT:**

The appointment of Rick Oldenettle will replace the position previously held by Courtney Mason.

**ATTACHMENTS:**

None

**RECOMMENDATION:**

Approve the appointment of Rick Oldenettle to fill a position on the Brenham Police Citizen Advisory Board, for an unexpired term to end on December 31, 2028, and authorize the Mayor to execute any necessary documentation.



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

**Agenda Item:**        **Approve the Appointment of Whitney Ray to Fill a Vacancy on the Main Street Advisory Board, for an Unexpired Term to End on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:**        April 2, 2026

**Department:**        Administration

**Staff Contact:**        Jeana Bellinger, City Secretary

**SUMMARY STATEMENT:**

Main Street Boardmember Doug Peck resigned from the Board on February 17, 2026. Ms. Ray has been a long-time volunteer for Main Steet and staff recommends she be appointed to fill the remaining term of Mr. Peck, which will end on December 31, 2026.

**ATTACHMENTS:**

None

**RECOMMENDATION:**

Approve the appointment of Whitney Ray to fill a vacancy on the Main Street Advisory Board, for an unexpired term to end on December 31, 2026, and authorize the Mayor to execute any necessary documentation.



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

**Agenda Item:** Approve a Change Order, in the Amount of \$5,861.00, to Altec Industries, Inc. Related to the Purchase of a Digger Derrick Truck and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Maintenance

**Staff Contact:** Stephen Draehn, Maintenance Supervisor

**SUMMARY STATEMENT:**

During the Council Meeting on October 2, 2025, Council approved the purchase of a 2025 50' Altec Model DH50H digger derrick truck. This unit will replace Unit 269, a 2006 International 50' digger Derrick that has begun to have many maintenance issues. The new unit will be used for setting 45' and taller poles, installing in-ground junction boxes, and placing larger three-phase pad-mount transformers. It offers improved lifting capacity and can carry poles on the unit, an upgrade over the current equipment. The unit was budgeted at \$382,004.00 and Council approved the purchase for \$344,063.00.

After a pre-construction meeting on March 23, 2026, several items needed to be added to increase safety and efficiency for the requested unit, resulting in a change order consisting of eleven (11) changes. The changes are as follows: removing the standard riding seat access step, adding derrick-tong protectors, adding stops in sub-base tubes, adding stops in the center section sub-base, adding sub-base storage with a drop-down door, adding e-track on the rear side of the t-box, adding riding seat access step/reservoir guard, adding cone holder on front bumper, adding guy wire reel, adding nonskid coating on top of the t-box, and moving the hydraulic reservoir to under the riding seat step.

The total for these changes is \$5,861.00, increasing the approved amount of \$344,063.00 to \$349,924.00, and is still below the original budgeted amount of \$382,004.00. The purchase will be made through Sourcewell Cooperative Contract #110421-ALT, via Altec Industries, Inc.

**ATTACHMENTS:**

1. Change Order/Decision Sheet
2. Original Quote

**RECOMMENDATION:**

Approve a Change Order, in the amount of \$5,861.00, to Altec Industries, Inc. related to the purchase of a digger derrick truck and authorize the Mayor to execute any necessary documentation.



## Customer Decision Sheet

<b>Customer:</b>	City of Brenham	<b># of Changes:</b>	<b>11</b>
<b>Run Number:</b>	1493631	<b>Request Date:</b>	3/23/2026
<b>Unit Model:</b>	DH50H		
<b>Account Manager</b>	Keith Kirkconnell		
<b>Technical Sales Rep:</b>	David Wyble		

Removed Parts	
1	Standard Riding Seat Access Step

Added Parts	
1	Derrick Tong Protectors
2	Stops in Subbase Tubes
3	Stops in Center Section of Subbase
4	Subbase Storage with drop-down door
5	E-Track on rear side of T-Box
6	Riding Seat Access Step/Reservoir Guard
7	Cone Holder on Front Bumper
8	Guy Wire Reel (Holds up to 32"-36" coil)
9	Nonskid Coating on Top of T-Box
10	Reservoir Moved to under riding seat steps

**Total Change in Price:**  **\$5,861**

*Once you have decided to proceed or not proceed with any or all of the proposed revisions listed above, please inform your Altec account manager as soon as possible to minimize any delays to your truck's completion.*

Quoted for: City of Brenham, TX  
Altec Account Manager: Keith Kirkconnell

REFERENCE ALTEC MODEL	Sourcewell Price
DH50	50' Fully Hydraulic derrick, rear mount
	<b>\$329,955</b>

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	MHW18	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside.	\$14,077
2	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,066
3	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,066
4	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	\$222
5	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	\$222
6	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	\$222
7	RL	COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)	\$222
8	DLB2	Directional Light Bar (Amber, 47"L, Super-LED)	\$2,254
9	T40	REEL;HYDRAULIC;ONE 0.38 IN HOSE;ONE 0.50 IN HOSE;50 FT CAPACITY;50 FT INCLUDED;2 HOSES TOTAL;HANNAY;SPRING REWIND	\$1,678
10	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$475
		<b>SOURCEWELL OPTIONS TOTAL:</b>	<b>\$351,457</b>

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Custom Body ILO Stock	\$2,091
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL	Grounding Reel, 50' 2/0 cable, Clamp, Strobes	\$3,650
6	FINISHING		\$0
7	CHASSIS	Custom Chassis	\$2,531
8	OTHER	Altec Model Year Price Adjustment	-\$18,880
		<b>OPEN MARKET OPTIONS TOTAL:</b>	<b>-\$10,608</b>

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$340,849.00**  
**Delivery to Customer: \$3,214.00**  
**Estimated Taxes (Delivery non-taxable):**  
**FET:**  
**CA Doc/Admin/Tire Fees:**  
**Extended Warranty:**

**TOTAL FOR UNIT/BODY/CHASSIS: \$344,063.00**

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** Q3-Q4 2026

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information



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

**Agenda Item:** Approve the Purchase of an Automatic Transfer Switch System for the Lake Somerville Pump Station from Clifford Power Systems, Inc. Through Texas BuyBoard Contract No. 757-24, In the Amount of \$89,573.84, and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Maintenance

**Staff Contact:** Stephen Draehn, Maintenance Supervisor

**SUMMARY STATEMENT:**

The Maintenance Department is seeking Council approval to purchase a new Automatic Transfer Switch System for the Lake Somerville Pump Station Generator. In previous preventive maintenance visits, it was found that the current transfer switch is inoperable. An attempt was made by Loftin Power and Equipment to repair the current equipment and, after several attempts, they were unsuccessful with the repair. Currently, the transfer switch is non-operational and transferring to generator power must be performed by a manual transfer.

Recommendations were presented to the Water and Wastewater Director to totally replace the transfer switch, and Maintenance was advised to establish pricing. After several site visits to the Lake Somerville site with different contractors, Clifford Power was chosen due to pricing and Clifford Power being our current preventative maintenance provider on all our generator sites. An additional quote was obtained from Moeller Electric in the amount of \$99,270.00 and this price is \$9,696.16 higher than the BuyBoard pricing of \$89,573.84 provided by Clifford Power. Purchase of the Automatic Transfer Switch System will be made with Clifford Power on BuyBoard Contract 757-24 in the amount of \$89,573.84.

**ATTACHMENTS:**

1. Lake Somerville Transfer Switch

**RECOMMENDATION:**

Approve the purchase of an automatic transfer switch system for the Lake Somerville Pump Station from Clifford Power Systems, Inc. through Texas BuyBoard Contract No. 757-24, in the amount of \$89,573.84, and authorize the Mayor to execute any necessary documentation.



# Quotation

Original Call#: 25-31756

Quote #: SERV\_QTE-00043635

22811 Industry Ln  
Tomball, TX 77375

Date: March 11, 2026

Valid Until: April 10, 2026

phone: (346) 980-0266

e-mail: Service-HOU@CliffordPower.com

**Equipment Location:**

City of Brenham  
Lake Somerville Pump Station  
14201 LBJ Dr  
Brenham, TX 77833

**Bill To:**

City of Brenham  
  
PO BOX 1059  
BRENHAM, TX 77834-1059

**Payment Terms:**

Due on Receipt

**Contact:**

**Phone:**

**E-Mail:**

**GENERATOR:**

Manufacturer: MTU

Model Number: DS600

Serial Number: 95010601075

kW: 600

Description: MTU-95010601075-600KW-DIESEL

**AUTOMATIC TRANSFER SWITCH:**

Manufacturer:

Volts-Phase-Amps:

Serial Number:

**Description of Proposed Work**

Travel to the site and coordinate with the electrical subcontractor to safely disable the Automatic Transfer Switch (ATS) system. The electrical subcontractor will handle all wiring and installation of the new ATS. Once installation is complete, program the controller to the correct specifications to ensure proper operation. Perform all necessary setup, calibration, and testing to confirm the ATS operates as intended during power transfer scenarios. Once testing is complete, enable the system and verify full functionality.

Please note that power to the unit will need to be turned off during the process, and this quote is based on work being performed during normal business hours. If after-hours service is required, a separate quote can be provided.

**\*\*All work to be performed during normal business hours (8am - 5pm) M - F.  
If requested after hours, overtime rates will apply. Sundays & Holidays, double time rates will apply.**

**Total Quoted Amount (less tax): \$89,573.84**

**Please Note: Pricing Does Not Include any applicable taxes.**

This is a good faith Estimate of Repairs.  
Any concealed damage or additional work found necessary will be estimated separately.

**Prices are subject to change based on new or adjusted tariffs, duties, or government-imposed fees.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

PO #: \_\_\_\_\_

Clifford Power Systems, Inc. is committed to be the preferred leader in the power generation industry. We will fulfill this mission by providing our Customers with service above and beyond their expectations.



City Council Regular Meeting  
**AGENDA ITEM 8**

**Agenda Item:** Discuss and Possibly Act Upon Approval of Ordinance No. O-26-006 of the City of Brenham, Texas, Awarding the Sale and Authorizing the Issuance of the City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2026, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Paying/Agent Registrar Agreement; Approving the Official Statement; and Enacting Other Provisions Relating Thereto

**Meeting Date:** April 2, 2026

**Department:** Finance

**Staff Contact:** Julie Flagg, Chief Financial Officer

**SUMMARY STATEMENT:**

On January 22, 2026, City Council approved Resolution No. R-26-002 giving notice of intention to issue Certificates of Obligation, which we are issuing today. The notice was published for two (2) consecutive weeks in the local newspaper and has been posted continuously on the City's website for at least forty-five (45) days before the passage of the ordinance authorizing the issuance of the Certificates. The City has complied with all public notices and the Council can consider action on this item.

The proceeds from the sale of these Certificate of Obligation, in the amount not to exceed \$14,460,000.00 will be used for the following purposes: (1) construction and acquisition of, and improvements to, the City's waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction and acquisition of, and improvements to, the City's sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) construction and acquisition of, and improvements to, City's drainage utility system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (4) construction and acquisition of, and improvements to, the City streets, including traffic control systems, traffic safety improvements, landscaping, and street lighting, bridges, sidewalks and drainage improvement facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (5) construction of a new City fire station, and expansion, renovation and repair of and improvements to existing City fire stations, including in each case the acquisition of land and rights-of-way in connection therewith; (6) acquisition of vehicles and equipment for City fire purposes, including, the acquisition of new fire trucks; and (7) professional services incurred in connection with items (1) through (6), and to pay the costs incurred in connection with the issuance of the Certificates.

The City's financial advisor, Jennifer Ritter, of Specialized Public Finance, will bring a presentation summarizing the official bids for the sale of the bonds. Our bond counsel, Bracewell, LLP, will also have the Ordinance complete with pricing.

An Ordinance involved with financing only requires a single reading.

**ATTACHMENTS:**

1. Ordinance No. O-26-006
2. Resolution No. R-26-002

**RECOMMENDATION:**

Approve Ordinance No. O-26-006 of the City of Brenham, Texas awarding the sale and authorizing the issuance of the City of Brenham, Texas, Combination Tax Revenue Certificate of Obligation, Series 2026; levying a tax in payment thereof; authorizing the execution and delivery of a Paying/Agent Registrar Agreement; approving the official statement; and enacting other provisions relating thereto.

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ORDINANCE NO. O-26-006

AUTHORIZING THE  
ISSUANCE OF

CITY OF BRENHAM, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION,  
SERIES 2026

Adopted: April 2, 2026

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AWARDING THE SALE AND AUTHORIZING THE ISSUANCE OF CITY OF BRENHAM, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO**

**WHEREAS**, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Brenham, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

**WHEREAS**, the City is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the City, in combination with all or a part of certain surplus revenues of the City’s combined utility system remaining after payment of any obligations of the City payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

**WHEREAS**, the City Council has found and determined that it is necessary and in the best interest of the City and its residents that it issue such certificates of obligation authorized by this Ordinance; and

**WHEREAS**, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas; and

**WHEREAS**, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

**WHEREAS**, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

**WHEREAS**, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

#### Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificates” means the City’s obligations authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026.”

“City” means the City of Brenham, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date of the Certificates designated in Section 3.02(a).

“Designated Payment/Transfer Office” means, with respect to the initial Paying Agent/Registrar named herein, its office in Pittsburgh, Pennsylvania, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the Initial Certificate authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2026.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially, BOKF, NA, or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the City presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchaser” means the purchaser of the Certificates identified in Section 7.01(a).

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

“Surplus Revenues” means the Net Revenues of the System in an amount equal to \$1,000 remaining after payment of all debt service, reserve, and other requirements in connection with the City’s Prior Lien Bonds.

“System” as used in this Ordinance means the City’s combined utility system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

## ARTICLE II

### SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

#### Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined in the manner provided in this Section 2.01.

(e) The City's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year.

(f) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on

deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(g) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, set an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (f) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year.

(h) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due.

#### Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026, Interest and Sinking Fund” (the “Interest and Sinking Fund”), said fund or account to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

#### Section 3.01. Authorization.

The City’s certificates of obligation to be designated “City of Brenham, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026,” are hereby authorized to be issued and delivered in accordance with the laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code. The Certificates shall be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a)(1) construction and acquisition of, and improvements to, the City’s waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction and acquisition of, and improvements to, the City’s sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) construction and acquisition of, and improvements to, City’s drainage utility system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (4) construction and acquisition of, and improvements to, the City streets, including traffic control systems, traffic safety improvements, landscaping, and street lighting, bridges, sidewalks and drainage improvement facilities, including in each case the acquisition of land and rights-of-way in

connection therewith; (5) construction of a new City fire station, and expansion, renovation and repair of and improvements to existing City fire stations, including in each case the acquisition of land and rights-of-way in connection therewith; (6) acquisition of vehicles and equipment for City fire purposes, including, the acquisition of new fire trucks; and and (collectively, the “Project”); and (7) professional services incurred in connection with items (1) through (6), and to pay the costs incurred in connection with the issuance of the Certificates.

**Section 3.02. Date, Denomination, Maturities and Interest.**

(a) The Certificates shall be dated \_\_\_\_\_, 2026. The Certificates shall be issued in fully registered form, without coupons, in authorized denominations of \$5,000 or any integral multiple thereof, and shall be numbered separately from one (1) upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum interest rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$ _____	_____ %	2036	\$ _____	_____ %
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

**Section 3.03. Medium, Method and Place of Payment.**

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter,

a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Certificate shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

#### Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall (i) have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his/her duly authorized agent, or (ii) be accompanied by such other form of registration certificate as utilized by the Comptroller of Public Accounts of the State from time to time, executed manually or in electronic format by the Comptroller of Public Accounts of the State or by his/her duly authorized agent, which certificate may be attached to the opinion of the Attorney General of the State, and either such certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of the State, registered by the Comptroller of Public Accounts of the State, and accompanied by a certificate of registration manually or electronically signed by the Comptroller of Public Accounts of the State, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity bearing interest at the same per annum rate, registered in the name of Cede & Co., as nominee of DTC.

#### Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such obligation is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The

Paying Agent/Registrar shall dispose of cancelled Certificates in accordance with the record retention policies of the Paying Agent/Registrar.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

#### Section 3.10. Book-Entry Only System.

The definitive Certificates shall be initially issued in the form of a separate typewritten fully registered Certificate for each of the maturities thereof bearing interest at the same per annum rate. Upon initial issuance, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of all matters with

respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in DTC's then current operational procedures.

## ARTICLE IV

### REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on and after August 15, 20\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 20\_\_, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date of redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Certificates stated to mature on August 15, 20\_\_ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

Term Certificates Maturing August 15, 20\_\_

<u>Redemption Date</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>
20__	\$ _____
20__*	_____

\* Stated maturity.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the

optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, and subject to the provisions of Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City fails to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, or rescinds the notice of redemption, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

BOKF, NA, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.04. Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (unless accompanied by such other form of registration certificate as then utilized by the Comptroller of Public Accounts of the State as described in Section 3.04(c) of this Ordinance), to accompany the Initial Certificate, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Certificate, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificates.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF BRENHAM, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2026

INTEREST RATE	MATURITY DATE	CLOSING DATE	DATED DATE	CUSIP NUMBER
_____ %	August 15, 20__	_____, 2026	_____, 2026	_____

The City of Brenham, Texas (the “City”), in the County of Washington, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2026, until stated maturity or prior redemption.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated office of BOKF, NA, as Paying Agent/Registrar (the “Designated Payment/Transfer Office”), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is one of a series of fully registered obligations specified in the title hereof issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the “Certificates”), dated as of \_\_\_\_\_, 2026, issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purpose of paying contractual obligations to be incurred for authorized public improvements (the “Project”), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The City has reserved the option to redeem the Certificates maturing on or after August 15, 20\_\_ in whole or in part before their respective scheduled maturity dates, on August 15, 20\_\_ or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[The Certificates stated to mature on August 15, 20\_\_ (the “Term Certificates”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the Ordinance.

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed and shall call such Term Certificates for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Certificates required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered

owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; and, from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to a conditional notice of redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional notice of redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

Notwithstanding the foregoing, so long as this Certificate is registered in the name of a securities depository (or nominee thereof), all payments with respect to principle of and interest on this Certificate, and all notices with respect hereto, shall be made and given, respectively, in the manner provided in such security depository's then current operational procedures.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such

limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law and that all acts, conditions and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates, within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of its combined utility system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

\_\_\_\_\_  
City Secretary  
City of Brenham, Texas

\_\_\_\_\_  
Mayor  
City of Brenham, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed. If an alternate form of registration certificate is then utilized by the Comptroller of Public Accounts of the State as described in Section 3.04(c) of this Ordinance, such form may be substituted for this Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS §

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of public Accounts of the State of Texas.

Witness my hand and seal of office at Austin, Texas, \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): \_\_\_\_\_

\_\_\_\_\_  
(Social Security or other identifying number: (\_\_\_\_\_) )  
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature Guaranteed By: \_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

\_\_\_\_\_  
Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS" shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth with the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information to be inserted from schedule in Section 3.02 of this Ordinance)

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the

legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on or attached to each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES;  
DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.01. Sale of Certificates.

(a) The Certificates are hereby sold and awarded and shall be delivered to \_\_\_\_\_ (the "Purchaser") at the price equal to the principal amount thereof plus a cash premium of \$ \_\_\_\_\_. It is hereby found and determined that the bid of the Purchaser conforms to the requirements of the conditions for sale and produces the lowest true interest cost rate to the City. The Certificates shall be initially registered in the name of the Purchaser or its designee.

(b) All officers of the City are authorized to execute such documents, certificates and receipts, including any such documents, certificate or receipts in connection with municipal bond insurance, if any, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Certificates or (ii) \$9,500.

(c) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered on the Closing Date.

Section 7.02. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) Certificate proceeds in the amount of \$ \_\_\_\_\_ shall be used for the purposes set forth in Section 3.01.

(b) Certificate proceeds in the amount of \$ \_\_\_\_\_ shall be used to pay the costs of issuance provided that any amount remaining after the payment of paying costs of issuance shall be deposited for the purposes described in subsection (a) above.

(c) Any Certificate proceeds not used for the purposes described in subsections (a) and (b) above shall be deposited to the Interest and Sinking Fund.

Section 7.03. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.04. Official Statement.

The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and to deliver or cause to be delivered appropriate numbers of copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official

Statement and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

## ARTICLE VIII

### INVESTMENTS

#### Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

#### Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.02 hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

#### Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

#### Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be “private activity bonds” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by

the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

## ARTICLE X

### DEFAULT AND REMEDIES

#### Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Certificates may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within

such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and in not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) in this Section is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the City, and (B) the City intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 1.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

#### Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Certificates no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit

or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted a purchaser to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriter of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE XIII

### AMENDMENTS TO ORDINANCE

#### Section 13.01. Amendments of Ordinance.

The City may, without the consent of or notice to the Owners, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, amend, add to or rescind any of the provisions of this Ordinance; provided, that, without the consent of the Owners of all Certificates then outstanding, no such amendment, addition, or rescission shall:

- (a) affect the rights of the Owners of less than all of the Certificates then outstanding;
- (b) make any change in the maturities of the Certificates;
- (c) reduce the rate of interest borne by any of the Certificates;
- (d) reduce the amount of the principal payable on the Certificates;
- (e) modify the terms of payment of principal of or interest on the Certificates or impose any conditions with respect to such payment; or
- (f) change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

Certificates owned or held by or for the account of or for the benefit of the City shall not be deemed to be outstanding for the purpose of amending this Ordinance.

#### Section 13.02. Notice and Adoption of Amendment.

If the City desires to amend this Ordinance and such amendment requires the consent of the Owners pursuant to Section 13.01, the City shall cause notice of the proposed amendment to be given in writing to each Owner of Certificates then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the City, following the giving of such notice, the Owners of Certificates then outstanding in the aggregate principal amount required by Section 13.01 shall have consented to the amendment as herein provided, no Owner of a Certificate shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Certificates shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 13.03. Consent of Owner Irrevocable.

Any consent given by any Owner of a Certificate pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Certificates from the date of such consent.

Section 13.04. Nonsubstantive Changes.

The Mayor and the City Manager, in consultation with the City's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Ordinance as may be required by the Attorney General of Texas in his approval of the Certificates herein authorized.

ARTICLE XIV

ADDITIONAL MATTERS

Section 14.01. Effective Immediately.

Notwithstanding any provision of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

Section 14.02. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14.03. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 14.04. Open to the Public. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED, APPROVED AND ADOPTED this April 2, 2026.

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Atwood C. Kenjura  
City of Brenham, Texas

**ATTEST:**

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Jeana Bellinger, TRMC, City Secretary  
City of Brenham, Texas

## EXHIBIT A

### DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.
2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 9, each inclusive.

#### **Accounting Principles**

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

## RESOLUTION NO. R-26-002

### A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the City Council of the City of Brenham, Texas (the "City"), deems it advisable to issue certificates of obligation (the "Certificates") of the City in accordance with the notice hereinafter set forth;

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

**Section 1.** The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

**Section 2.** The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

**Section 3.** The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

**Section 4.** For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.


**Section 5.** The City Manager, Chief Financial Officer, Director of Finance and all other appropriate officials of the City, the City's financial advisor, Specialized Public Finance, Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of all necessary documents and to make all necessary arrangements for the authorization and sale of the Certificates at a future meeting of the City Council of the City.

**Section 6.** The Mayor, City Manager, Chief Financial Officer, Director of Finance, City Secretary, and all other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

**Section 7.** This resolution shall take effect immediately from and after its passage by the City Council of the City.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of January, 2026.



  
\_\_\_\_\_  
Atwood C. Kenjura, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jeana Bellinger, TRMC, CMC, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Brenham, Texas (the “City”), will meet at 200 W. Vulcan, Brenham, Texas at 1:00 p.m. on the 2nd day of April, 2026, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed FOURTEEN MILLION FOUR HUNDRED AND SIXTY THOUSAND DOLLARS (\$14,460,000), payable from ad valorem taxes and from a limited pledge of certain surplus revenues of the City’s combined utility system in an amount not to exceed \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (1) construction and acquisition of, and improvements to, the City’s waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction and acquisition of, and improvements to, the City’s sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (3) construction and acquisition of, and improvements to, City’s drainage utility system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (4) construction and acquisition of, and improvements to, the City streets, including traffic control systems, traffic safety improvements, landscaping, and street lighting, bridges, sidewalks and drainage improvement facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (5) construction of a new City fire station, and expansion, renovation and repair of and improvements to existing City fire stations, including in each case the acquisition of land and rights-of-way in connection therewith; (6) acquisition of vehicles and equipment for City fire purposes, including, the acquisition of new fire trucks; and (7) professional services incurred in connection with items (1) through (6), and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$24,387,933.34. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 5.0%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in a resolution adopted by City Council on January 22, 2026, which resolution is available from the City upon request) is \$23,783,404, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$30,273,880.96.

WITNESS MY HAND, this 22nd day of January, 2026.

*Jeana Bellinger, TRMC, CMC*  
City Secretary  
City of Brenham, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

**Principal Amount  
Designated as Self  
Supporting**

**Series Designation**

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\$45,431,596

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Series 2016 General Obligation Refunding Bonds, Series 2024  
Certificates of Obligation and portions of Series 2016, 2017, 2019, 2020,  
2022 and 2025 Certificates of Obligation



City Council Regular Meeting  
**AGENDA ITEM 9**

**Agenda Item:** Discuss and Possibly Act Upon a Pole Attachment Agreement Between the City of Brenham and Fiberlight LLC, Related to Various Attachments on Utility Poles Located Within the City Limits and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Public Utilities

**Staff Contact:** William Bisette, General Manager of Public Utilities

**SUMMARY STATEMENT:**

The City of Brenham has renegotiated a Pole Attachment Agreement with FiberLight LLC to allow the company to attach and maintain fiber optic communication facilities to City-owned electric distribution poles. The agreement grants FiberLight a non-exclusive license, subject on City approval through a formal permit process, to install, maintain, relocate, and remove attachments for the purpose of providing lawful telecommunications services within the community.

The agreement establishes strict safety, engineering, and operational requirements to ensure FiberLight’s facilities do not interfere with the City’s electric system or other authorized attachers. FiberLight is responsible for all make-ready work cost, inspections, and compliance with applicable standards such as NESC, NEC, OSHA, and RUS. The company must also maintain required insurance coverage and indemnify the City against claims arising from its attachments.

Financially, FiberLight will pay an annual pole attachment fee of \$16.00 per pole, in addition to all associated inspection and construction-related costs as necessary. The agreement protects the City’s authority to deny attachments due to safety, capacity, or future utility needs and includes enforcement provisions for unauthorized or non-compliant installations. Staff recommends approval to support broadband expansion while safeguarding the City’s electric infrastructure.

**ATTACHMENTS:**

1. Pole Attachment Agreement

**RECOMMENDATION:**

Approve a Pole Attachment Agreement between the City of Brenham and Fiberlight LLC, related to various attachments on utility poles located within the city limits and authorize the Mayor to execute any necessary documentation.

## POLE ATTACHMENT AGREEMENT

**THIS POLE ATTACHMENT AGREEMENT** (“Agreement”) made and effective the 15<sup>th</sup> day of October 2025, by and between City of Brenham, a Texas Home-Rule Municipal Corporation operating a municipally owned electric utility (hereinafter called “Licensor”), and Fiberlight LLC , a Delaware limited liability company, with its principal place of business at 7500 Dallas Parkway, Suite 450, Plano, Texas 75024 (hereinafter called “Licensee” or “FiberLight”).

### WITNESSETH:

**WHEREAS**, Licensor owns, operates and maintains Poles and electric power lines in the state of Texas; and

**WHEREAS**, Licensee desires to place certain Attachments and appurtenances on certain Poles belonging to Licensor, for the limited purpose of providing all lawful communications services, in compliance with any and all local, state or federal laws and regulations; provided that such transmission of signals does not create interference with the facilities of Licensor or any other Third Party Attacher, whom Licensor has authorized the use of Licensor’s Poles, and that safety will not be adversely affected by placement of Licensee’s said Attachments and appurtenances; and

**WHEREAS**, Licensor is willing to issue Licensee a non-exclusive license, to the extent Licensor may lawfully do so, to place, maintain, modify, relocate, remove, repair and replace said Attachments and appurtenances on Licensor’s Poles;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the Parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 **Agreement** shall mean this Pole Attachment Agreement between City of Brenham and FiberLight.
- 1.2 **Attachment** is defined as all facilities, including but not limited to coaxial cables, copper cables, fiber optic cables, lines, wires, strands, anchors and/or any associated appurtenances and equipment which are owned or utilized by Licensee and attached to Licensor’s Pole, excluding warning signs, and MGN grounding connections.
- 1.3 **Costs** shall mean all actual costs incurred by Licensor, which include, but are not limited to, the following: (a) external contractor or subcontractor labor costs and professional fees; (b) other costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies or contract services); (c) internal labor and material costs directly related to the completion of Make Ready Work or other work and (d) reasonable allocations of administrative overhead.

- 1.4 **Joint Use** shall mean using for Attachments or maintaining Attachments of both Licensor and Licensee on Licensor's Pole.
- 1.5 **Make Ready Costs** are Costs necessary for Licensor to prepare its Poles for Licensee's Attachments, including without limitation the Costs of materials, labor, engineering, supervision and overhead. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and final inspection to ensure compliance with all applicable requirements of this Agreement, including but not limited to Section 3 herein below. Also included among Make Ready Costs are the Costs of installing or changing out poles including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the provisions, technical requirements and specifications of this Agreement.
- 1.6 **Make Ready Work** is all work required by Licensor to ensure Licensor's Poles have adequate space and strength to accommodate Licensee's proposed Attachment, and to otherwise prepare Licensor's Poles for Licensee's Attachments.
- 1.7 **Overlash** shall mean to place an additional Attachment on an existing strand, cable, line, or wire owned by Licensee and permitted under this Agreement.
- 1.8 **Parties** shall mean Licensor and Licensee collectively; and **Party** shall mean either Licensor or Licensee individually, as the context requires.
- 1.9 **Permit Application** is the written request from Licensee to place, replace, relocate, modify or remove its Attachment on Licensor's Pole, as identified in Exhibit "A" of this Agreement, attached hereto and incorporated herein for all pertinent purposes.
- 1.10 **Pole** shall mean a wood, concrete, fiberglass or metal pole, which is owned by Licensor. "Pole" refers exclusively to poles used for Licensor's distribution system and does not include poles, of whatever composition, used in Licensor's transmission system.
- 1.11 **Service Drop** is a line from Licensee's main distribution cable, which limits service to a single customer, building or location; however, the term Service Drop does not include any messenger cable or strand that supports a coaxial, copper or fiber cable.
- 1.12 **Services** shall mean all lawful business that either party is authorized, franchised, governed or licensed to perform in the offering of service to its customers.

- 1.13 **Third Party Attacher** is any person or entity other than Licensor or Licensee that has existing attachments or is placing new attachments on Licensor's Pole.
- 1.14 The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.
- 1.15 Wherever "days" are referred to the term shall mean calendar days. Business days shall refer to the days Monday through Friday, excluding any officially recognized holidays.

## **SECTION 2. LICENSOR'S GRANT OF LICENSE TO LICENSEE TO ATTACH TO LICENSOR'S POLE**

- 2.1 Nothing in this Agreement shall be construed as requiring Licensor to give Licensee permission to use any particular Pole or to allow Licensee to continue to use any particular Pole unless Licensee has an approved permit for its Attachment on said particular Pole. Licensor, in its reasonable discretion and on a non-discriminatory basis, may refuse Licensee permission to use any Pole (i.e. deny a Permit Application) (i) where there is insufficient capacity, (ii) for reasons of safety, reliability or generally applicable engineering purposes, or (iii) if space is required to provide for Licensor's existing or planned Services. Licensor may require Licensee to modify, relocate, replace, remove or perform other work with respect to Licensee's Attachment on any Pole, subject to Sections 2.7 and 9.2 of this Agreement.
- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in said Poles, but Licensee's rights in such Poles shall be and remain a mere license, terminable as provided herein. Nothing in this Agreement shall be construed to compel Licensor to maintain any Pole for any period of time.
- 2.3 The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that Licensor reserves the right to use any and all such Poles for any lawful purpose of business or to license or otherwise permit any other person or entity the right to use any or all Poles for any lawful purpose.
- 2.4 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL ACTIONS AGAINST LICENSOR BY LICENSEE IN WARRANTY, TORT, CONTRACT OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF LICENSOR. LICENSOR MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF POLES.**

**FURTHERMORE, THE TOTAL CUMULATIVE LIABILITY OF LICENSOR AND ITS SUBCONTRACTORS AND SUPPLIERS ARISING FROM THE PERFORMANCE OR A FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING ALL EXPENSES INCURRED OR PAYABLE BY LICENSOR IN SATISFACTION OF ITS OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO LICENSOR PURSUANT TO THIS AGREEMENT BY LICENSEE.**

- 2.5 Licensee shall be solely responsible for determining the necessity of and for obtaining all authorizations, consents, easements, franchises, licenses, permits and rights-of-ways required to construct, operate and/or maintain its Attachments on Licensor's Poles (and to provide the Services offered via the Attachments) from federal, state, county, or Cooperative authorities or private and/or public property owners. Should Licensee desire to place an Attachment on Licensor's Pole which is located on private property, Licensee will, upon request of Licensor, submit to Licensor, along with the appropriate Permit Application, proof that Licensee has the right to place its Attachment on said property.
- 2.6 Licensee will operate Licensee's Attachments in a manner which will not cause or create interference (i) with any Services provided by Licensor (ii) with Licensor's existing or proposed communications or electric transmission operations or the equipment of any Third Party Attacher sharing the Pole prior to Licensee's permitted use of the Pole or whose tenure on the Pole began prior to the Licensee's placement or modification of Licensee's equipment or (iii) between the equipment of Licensor or any such Third Party Attacher. During the term of this Agreement, Licensee agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment of any parties operating on the Poles, including cooperation in and compliance with the determination and recommendations of the third-party analysis provided for in this Section. In the event Licensor determines that the equipment or operation of Licensee is interfering with the equipment or operation of Licensor or of a pre-existing Third Party Attacher, on notice by Licensor to Licensee, Licensee will use its best efforts to immediately correct the interference even if Licensee is operating in full compliance with applicable Federal, State or local regulations. If Licensee fails to correct the interference with equipment or operation of Licensor or of a pre-existing Third Party Attacher within fifteen (15) days after receipt of notice from Licensor, Licensor may terminate the license as to the Poles in question on fifteen (15) days additional notice and Licensee will promptly remove the Attachments from the Poles. Licensor may in its discretion cause an independent third-party interference analysis to be made and require the party found to be interfering improperly to correct the interference or cease all operations. If Licensee is found to be interfering with Licensor or a pre-existing Third Party Attacher, Licensee will pay all costs of the analysis.

- 2.7 If Licensor determines in its sole discretion (but on a non-discriminatory basis) that space on a Pole covered by this Agreement is needed by Licensor in accordance with a bona fide development plan that projects a need for that space for the provision of Licensor's Services, Licensor may, by giving Licensee thirty (30) days' notice, reclaim the Poles in question, and Licensee will remove its Attachments on said Poles within thirty (30) days of notice from Licensor. The Parties will use their best efforts to locate other Licensor's Poles that are suitable for Licensee's purposes. If a suitable replacement Pole is not located within the thirty 30-day period, Licensor will terminate the license under this Agreement with respect to the Poles in question.

### SECTION 3. TECHNICAL REQUIREMENTS

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times conform to the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC), Occupational Safety and Health Administration (OSHA), and Rural Utilities Service (RUS) in effect at the time of original construction or major change to Attachments; except where the requirements of Licensor's specifications, previously provided to Licensee as set forth in Section 3.2 below, or the requirements of applicable law may be in excess of the requirements of said NESC, NEC, RUS or OSHA, in which case the more stringent requirements shall apply. Pole modeling/loading, whether it is done by Licensor, Licensee, or 3<sup>rd</sup> party consultant, shall use the NESC Medium loading as minimum requirement when determining NESC clearance requirements and pole capacity. The maximum allowed pole capacity and deflection allowed will be 100% of the pole rating. Licensor reserves the right to add or amend its technical requirements as necessary in its sole discretion to promote the safe and efficient operation of its system. Such additional specifications may be implemented from time to time, upon advance written notice to Licensee as set forth in Section 3.2 below.
- 3.2 In the event Licensor should amend its requirements, rules or practices for the Joint Use of Poles, Licensor shall give written notice of such change to Licensee and Licensee shall make such changes or alterations in its installations and maintenance of its Attachments as may be required to fully comply with the provisions of such written notice. Licensee further agrees to make such changes, modifications or alterations within sixty (60) days after receipt of written notice. Should it be commercially impracticable for Licensee to implement such changes, modifications or alterations within the 60-day period, Licensor shall grant Licensee additional time as Licensor deems reasonable.
- 3.3 Prior to Licensee placing an Attachment on Licensor's Pole, Licensee shall determine the strength of the Poles to ensure their sufficiency under NESC, NEC, and other applicable and reasonable industry standard engineering and construction practices and supply drawings and reports supporting the design to Licensor. Drawings should identify any and all changes needed to meet all of the

standards referenced herein and to establish Make Ready Costs. Should Licensee not be able to supply this loading information, Licensor may develop this information under Make Ready Costs at Licensee's cost. **FURTHERMORE, LICENSEE EXPRESSLY ASSUMES RESPONSIBILITY FOR DETERMINING THE CONDITION OF ALL POLES TO BE CLIMBED BY ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. LICENSEE ASSUMES ALL RISKS RELATED TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ITS ATTACHMENTS, EXCEPT AS TO THOSE THAT MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED BY A COURT OF COMPETENT JURISDICTION OR DUE TO POLE FAILURES NOT CAUSED BY LICENSEE'S ATTACHMENTS.**

- 3.4 Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference in Licensor's safe and efficient operation of its system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor within two (2) business days of such injury, damage or interference. At Licensor's option, Licensee shall either (i) repair such damage and/or resolve interference, or (ii) compensate Licensor for the Costs of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided herein.
- 3.5 Licensee shall ensure that all employees, agents, and contractors of Licensee used to install or maintain the Attachments have been certified or trained to work in the vicinity of electric distribution poles. Licensee shall produce proof of such certification or training upon Licensor's request.
- 3.6 All necessary anchors and guys shall be individually in place and operative prior to the placement of Licensee's Attachments. Any unbalanced loading of Licensor's Poles, which is caused by the placement of Licensee's Attachments, shall be properly guyed and anchored by Licensee, and Licensee shall be solely responsible for all expense, risk and liability associated therewith. Licensee will place guy markers on all such down guys and Licensor shall have no responsibility in placing, monitoring or maintaining such markers. Licensee shall not attach any of its Attachments to any guy or anchor of Licensor.
- 3.7 Licensee's cable will be tagged at maximum intervals of every other Pole, so as to identify Licensee as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. All cables installed following the date of this Agreement shall be tagged and Licensee shall tag all existing non-tagged cables as Licensee is performing any service work on existing non-tagged cables. Licensee shall be solely responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent markers, Licensor may notify Licensee, provided that Licensor can identify the

Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the permanent identification markers are not placed within thirty (30) days, then Licensor may place markers at the Licensee's expense. This expense is related to labor cost only and Licensee will be responsible for providing the necessary permanent identification markers as required.

- 3.8 Should Licensee desire to Overlash its own existing Attachments, Licensee will submit a Permit Application in accordance with Section 4 of this Agreement.
- 3.9 Licensee shall comply with all specifications enumerated in this Agreement, including but not limited to those enumerated in Section 3.1 herein above, and shall further comply with all applicable federal, state, county and local laws, statues, ordinances, codes, rules and regulations regarding any removal and disposal of Poles undertaken by Licensee, and regarding maintenance, placement and operation of Attachments. **TO THE FULLEST EXTENT ALLOWED BY LAW, LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ANY CHARGES, PENALTIES, FINES, LOSSES, OR DAMAGES SUSTAINED BY THE LICENSOR BECAUSE OF THE LICENSEE'S NONCOMPLIANCE WITH THIS PROVISION, EXCEPT TO THE EXTENT A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE LOSS OR DAMAGE WAS CAUSED BY LICENSOR'S OR A THIRD-PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

#### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Licensee may designate Pole(s) on which it desires to place, replace, relocate or modify any Attachment. Each such designation shall be made by Licensee by submitting to Licensor a Permit Application in such manner as prescribed in the form of Exhibit "A" to this Agreement, or as may be amended by Licensor from time to time in its sole discretion, signed by a duly authorized representative of Licensee, and specifying in the appropriate spaces thereon the type of work Licensee desires to perform, characteristics of the type of Attachment to be placed specifying the weight and diameter of the cable, strand size and the Pole(s) on which such work is to be performed. Licensee shall not place any Attachment on Licensor's Pole prior to receiving a conditionally approved or approved Permit Application. Notwithstanding any other provision in this Agreement, Licensee may place, replace, relocate, or modify a Service Drop on any Pole without first submitting a Permit Application and shall remove all service drops that are being replaced at the time of replacement. If Licensee attaches a Service Drop to Licensor's Pole on which Licensee has no current Attachment, Licensee shall, within thirty (30) days of its placement, submit a Permit Application to Licensor signed by a duly authorized representative of Licensee and identifying the Pole on which the Service Drop was attached.

- 4.2 Within forty-five (45) days from Licensee's submittal of a complete Permit Application and drawings identifying standards as stated in Section 3.3 herein above are met with make ready requirements needed, Licensors shall approve, conditionally approve or deny each Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment by returning a copy of the Permit Application to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
- 4.3 Licensors may deny any Permit Application for the placement, replacement, relocation or modification of Licensee's Attachments on a Pole or Poles where there is insufficient capacity; or on the basis of safety, reliability, and generally accepted engineering practices or if space is required to provide for Licensors' existing or planned Services.
- 4.4 Licensors may conditionally approve a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment on the condition that Licensee modifies the Permit Application in certain specified respects. In such event, Licensors shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to accept Licensors' modifications to the Permit Application, Licensee shall return the Permit Application to Licensors within thirty (30) days of its receipt signed by a duly authorized representative and reflecting Licensee's acceptance of the modifications in the appropriate spaces thereon. Should Licensee decide not to accept the cost associated with any Permit Application, the Licensee shall pay the Licensors all reasonable cost for time spent processing such Permit Application.
- 4.5 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require a modification or rearrangement of the facilities of Licensors or any other Third Party Attacher on any Pole, Licensors in the exercise of its sole discretion (and in the case of a required modification or rearrangement of the facilities of a Third Party Attacher, assuming Licensors' contract with such Third Party Attacher allows such modification or rearrangement), may conditionally approve the Permit Application on the condition that Licensee agrees to reimburse Licensors for all Costs (including those of any affected Third Party Attacher) associated with such modification or rearrangement. In such event, Licensors shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the facilities that must be modified or rearranged and the estimated Costs of making the modifications and rearrangements in the appropriate spaces thereon. If Licensee is willing to reimburse Licensors for all Costs associated with such modifications or rearrangement, Licensee shall return the Permit Application to Licensors, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of estimated Costs of making such modification or rearrangement. Upon Licensors' completion of such modification or rearrangements, the actual Costs

of performing said work will be compared with the estimated Costs. Licensee agrees to pay Licensor any undercharge in the difference between the estimated Costs and the actual Costs and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated Costs and the actual Costs within thirty (30) days.

- 4.6 If approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment will require the placement of a new Pole or replacement of one (1) or more existing Poles to accommodate the Attachments of Licensee, Licensor or any other existing Third Party Attacher, Licensor may, assuming Licensor's contract with all affected Third Party Attachers allows for such replacement, approve the Permit Application on the condition that Licensee agrees to reimburse Licensor for all actual Costs (including those of any affected Third Party Attacher) attributable to the placement of the new Pole or replacement of any existing Pole with a new Pole sufficient to accommodate the Attachments of Licensee, Licensor and any existing Third Party Attacher. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the estimated Costs associated with the replacement of the existing Pole with a new Pole sufficient to accommodate the Attachments of Licensee, Licensor and any existing Third Party Attacher. If Licensee is willing to pay all actual Costs associated with the placement of the new Pole or the replacement of any existing Pole with a new Pole, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of such Costs in the appropriate spaces thereon. The Permit Application shall be accompanied by payment of the amount of the estimated Costs of making such replacement. Upon Licensor's completion of such placement or replacement, the actual Costs of performing said work will be compared with the estimated Costs. Licensee agrees to pay Licensor any undercharge in the difference between the estimated Costs and the actual Costs and Licensor agrees to reimburse Licensee any overcharge in the difference between the estimated Costs and the actual Costs within thirty (30) days.
- 4.7 Licensor shall use reasonable efforts to respond to each complete Permit Application within forty-five (45) days of its receipt from Licensee to include the Permit Application and drawings. If Licensee submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Licensee shall designate, in writing, an order of priority for the review of Licensor. In the absence of such designation, Licensor shall review them in the order of their submission.
- 4.8 Licensee shall pay Licensor Make Ready Costs to compensate Licensor for the Costs incurred to inspect the Poles identified in the Permit Application to ensure adequate space is available for Licensee's Attachments and a post-inspection fee for the actual Costs incurred to insure Attachments were installed according to

the requirements of the Permit Application and terms and conditions of this Agreement. These fees will be invoiced within a reasonable time following the inspections, which must be scheduled within ninety (90) days of written receipt of Permit Application stating that the work has been completed. Failure to pay these fees within thirty (30) days of written receipt of the invoice will void the conditional approval of the Permit Application and Licensee will remove all associated Attachments within fifteen (15) days. Should the Licensee request an extension exceeding the fifteen (15) days, the Licensee would be required to make such request in writing or email to Licensor. The Licensor would determine if a mutually agreeable extension would be allowed. Licensee will be responsible for the Costs of any Make Ready Work performed by Licensor due to the submittal of a Permit Application prior to the time Licensee provides written notice to Licensor to cancel said Permit Application.

- 4.9 If Licensee has a requirement to locate its Attachment using any easement, right-of-way, or other property right of Licensor but over which no Pole or an insufficient number of Poles are located to facilitate Licensee's purposes, Licensee shall notify Licensor. Licensee and Licensor, within a reasonable time after the receipt of such written notice, will determine the location and size of the Poles that will meet the present and/or future Service requirements of Licensee and Licensor and any existing Third Party Attacher. At its sole option, Licensor may construct the necessary Pole, and Licensee shall pay all of the Costs associated with the construction and attributable to Licensee's use thereof. Notwithstanding such payment, Licensor shall own such Pole and Licensee shall not acquire any ownership or property interest in such Pole. Licensor, at its sole discretion, may decline to construct the necessary Poles.
- 4.10 Upon conditional approval of a Permit Application for the placement, replacement, relocation or modification of Licensee's Attachment, Licensee, at its sole risk and expense, may place, replace, relocate or modify the Attachments identified in the Permit Application on the Pole so specified in it during a one hundred (180) day period from the date of its approval. If after said one hundred (180) eighty -day period the Attachments are not placed, replaced, relocated or modified, the conditional approval of said Permit Application shall expire and a new Permit Application shall be submitted in accordance with procedures described in this Section 4 prior to Licensee's placement, replacement, relocation, or modification of such Attachments.
- 4.11 A electronic or physical copy of the approved or conditionally approved Permit Application shall be maintained on the job site at all times construction is in process.
- 4.12 Within fifteen (15) days of completion of the work, as outlined in the Permit Application, Licensee will notify Licensor of completion by re-submitting the Permit Application stating work is complete. Licensor shall then conduct a post-construction inspection, within ninety (90) days of Licensor's receipt of Permit Application stating that the work has been completed, and at Licensee's cost, to

ensure all work is in accordance with the terms and conditions of this Agreement and the Permit Application. Upon completion of the post-construction inspection, if Attachments are found to have been installed in accordance with the Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved and a copy will be returned to Licensee.

- 4.13 Licensor reserves the right to deny any new Attachment requests, relocations, replacements, modifications, and service requests of Licensee if Licensee is found to be delinquent for any monies due to Licensor or otherwise in default of the terms of this Agreement.
- 4.14 Licensee may perform routine maintenance, subject to Section 7.1 of this Agreement, without submitting a Permit Application or providing notice to Licensor. For purposes of this Section 4.14 and Section 7.1, routine maintenance shall mean any maintenance on or modification of Licensee's Attachments that results in no material change in the character of such Attachments.

#### **SECTION 5. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT LICENSOR'S REQUEST**

- 5.1 Upon written notice from Licensor, Licensee, at its sole risk and expense and within the period specified in the notice, not to be less than forty five (45) days, shall replace, relocate or modify all and any portion of its Attachments on any Pole that Licensor specifies is necessary for the provision of its Service subject to Section 2.7 herein in such notice.

5.1.1. Licensee may remove all its Attachments on such Poles, within the time period specified in the notice, provided that such removal does not create a safety hazard or unbalanced load on any Poles. In the event that such removal would create a safety hazard or unbalanced load, Licensee shall so notify Licensor and Licensee shall be under no obligation to perform such work until Licensor resolves such safety hazard or unbalanced load caused by Licensor's request.

5.1.2. Licensee may perform such work without prior notice to Licensor and without first submitting a Permit Application; however, Licensee shall notify Licensor of the performance of such work within fifteen (15) days of its completion. A copy of notice from Licensor indicating that work was requested of Licensee, shall be maintained on the job site at all times while work is in process.

5.1.3. If Licensee fails to perform such work within the period specified in the notice, Licensor, in the exercise of its reasonable discretion, without notice or demand to Licensee and at the sole risk and reasonable actual expense of Licensee, may either perform all or any portion of such work or remove all or any portion of Licensee's Attachments. Should Licensor perform such work, Licensor shall use its best efforts to avoid any disruption of service to Licensee's customers but shall have no liability in the event of any such disruption, except to the extent that a

court of competent jurisdiction determines that the disruption was caused by Licensor's gross negligence or willful misconduct.

- 5.2 Whenever any right-of-way consideration or any city, county or state law or regulation makes relocation of a Pole necessary, Licensor shall bear the Costs of the relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating Licensee's Attachment.

## **SECTION 6. TRANSFER AND/OR RELOCATION OF LICENSEE'S ATTACHMENTS**

- 6.1 Licensor's participation in transferring Licensee's Attachments is strictly voluntary and shall be performed at the sole discretion of Licensor. Participation shall be in accordance with the terms and conditions set forth in this Section 6 and, as applicable, other provisions of this Agreement.
- 6.2 When Licensor, in the course of performing its own work determines it is necessary to relocate the Attachments of Licensee, Licensor will remove and reinstall Licensee's Attachments when Licensor determines it is within its capabilities and /or best interest to do so. Should Licensor have a planned work order to replace a Pole, which has an Attachment of Licensee, Licensor will provide notice to Licensee of the required transfer and Licensee may determine to transfer its own Attachment within the timeframe set forth in said notice. Should Licensee fail to complete transfer within said timeframe provided in said notice, Licensor may complete the transfer at Licensee's expense.
- 6.3 Licensee shall pay to Licensor One Hundred Seventy-Five and No/100 Dollars (\$175.00), per Pole, for the relocation of a Licensee's single cable through bolt or j-hook. Any additional items transferred will be billed at reasonable actual cost. Attachments, and Licensor will not be responsible for any loss or damage to Licensee's Attachments which may result, except to the extent a court of competent jurisdiction determines that the loss or damage was caused by Licensor's gross negligence or willful misconduct. These fees represent labor cost only and Licensee will be responsible for providing all materials required to perform transfers and/or relocations of Licensee's Attachments. Licensee agrees to reimburse Licensor for all cost of material that Licensor may use in transferring and/or relocating Licensee's Attachments.
- 6.4 Licensor will issue an invoice within thirty (30) days in which the work described in this Section 6 is performed. The invoice will reference the location of Pole and date work was performed.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENTS**

- 7.1 Licensee shall at its sole risk and expense maintain all Attachments on Poles in a safe condition and in thorough, good repair. Licensee may perform maintenance and repair work without giving prior written notice to Licensor, provided that

such maintenance or repair will not affect the loading characteristics of Licensor's facilities. If Licensee fails to maintain any such Attachments in compliance with the specifications set forth in this Agreement, Licensor may perform such maintenance or repairs that it deems necessary at the sole risk and expense of Licensee.

## **SECTION 8. TREE TRIMMING**

8.1 Licensee, at its sole risk and expense, shall perform all tree trimming required for its Attachments on Poles. Licensee will ensure that no vegetation will be allowed to place undue strain on Licensor's facilities or come in contact with Licensee's Attachments. Upon notice to Licensee that tree trimming is required to meet the requirements of this Section, Licensee will perform the work to meet the requirements. Should Licensee fail to perform tree trimming in a manner satisfactory to Licensor, Licensor may perform any tree trimming that Licensor deems necessary at the risk and expense of Licensee. Should Licensor perform any re-clearing of existing right-of-way or any tree trimming necessary for the implementation of Joint Use under this Agreement, Licensee agrees to pay for a proportional share of all related expenses. In no event shall Licensee install guys and or anchors, beyond the boundaries of any easement granted to Licensor unless Licensee shall have its own authorization to do so. Licensee at all times shall perform such work promptly in such a manner as to not interfere with the Services of Licensor or other pole attachments.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

9.1 Licensee shall notify Licensor, using the Permit Application form, of Attachment removal prior to the removal. All Permit Applications submitted for such removals must be approved by Licensor in writing before Licensee removes any Attachment. Such removal must be made in compliance with the terms and conditions of this Agreement. A copy of the Permit Application indicating that work was requested of Licensee, shall be maintained on the job site at all times work is in process. If Licensor believes, in its reasonable discretion, that such removal created a safety hazard, Licensee shall at its own expense replace such Attachment and perform any other corrective action specified by Licensor in a notice to Licensee requesting such replacement or modification. Should Licensee fail to perform such work within thirty (30) days or such shorter period of time as is specified in the notice and necessary to correct any safety hazard, Licensor may perform all or any part of such work at Licensee's expense.

9.2 Upon notice from Licensor, which may be in written or electronic form, Licensee, at its sole risk and expense and within the period so specified in the notice (not to be less than forty five (45) days unless a shorter notice period is required to meet Licensor's customer service requirements or other considerations as determined in Licensor's discretion), shall remove all or any portion of the Attachments on

any Pole that Licensor requests in such notice in accordance with the terms of this Agreement.

- 9.3 Notwithstanding anything in this Section, no Permit Application need be submitted by Licensee after the removal of a Service Drop from a Pole unless after its removal there are no Attachments on the Pole. Licensee shall pay to Licensor the full pole attachment fee for the current year on any Pole upon which Attachments were removed during that current year.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Licensor's approval of a Permit Application for such work, provided however, that before performing such emergency work, oral approval shall be obtained from Licensor's authorized representative when practicable, and provided further, that such work is performed within the time period and under such conditions specified by Licensor's authorized representative. Any such oral approval shall be confirmed, within fifteen (15) days of the performance of such work, by Licensee to Licensor in written or electronic format identifying both the work performed and the affected Pole. If such emergency placement, replacement, relocation or modification is not acceptable to Licensor, then Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written or electronic notice from Licensor and within the time period specified in the notice. If Licensee fails to perform such work, Licensor may either perform all and any portion of such work or remove the Attachments from the Pole at the expense of Licensee.
- 10.2 In the event of an emergency, Licensor, without prior notice to Licensee and at Licensee's sole expense, may temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's Attachment on any Pole. Licensor will use reasonable efforts to notify Licensee in advance of any such replacement, relocation, removal, modification or other work, and avoid disruption of Services to Licensee's customers, but will have no liability with respect to any such disruption. If Licensor cannot provide advance notice, Licensor shall notify Licensee, within a reasonable time, of both the Pole affected and the work performed.
- 10.3 Licensee shall reimburse Licensor for the reasonable actual expense that Licensor may incur for such emergency work performed pursuant to Section 10.2 above. In such event, Licensor will notify Licensee, in written or electronic format, within a reasonable time, of both the Poles affected and the work performed

## **SECTION 11. POLE ATTACHMENT FEES, CHARGES AND RATES**

- 11.1 On or about February 1<sup>st</sup> of each year, Licensor shall invoice Licensee for the total number of Poles which have Licensee's Attachments. This number shall represent the total number of Poles containing Licensee's Attachments on December 31<sup>st</sup> of the preceding year, plus any Poles where Attachments were removed during the preceding year.
- 11.2 The annual Pole Attachment fee per Pole, on which Licensee has Attachments, will be Sixteen and No/100 Dollars (\$16.00).
- 11.3 From time to time, and subject to Section 54.204 of the Texas Utilities Code and other applicable provisions thereof, Licensor may re-determine the Pole Attachment fee. In the event Licensor implements a change in the fee, Licensor shall notify Licensee of its intent to do so not later than ninety (90) days prior to January 1<sup>st</sup> of the year in which the new Pole Attachment fee will be implemented.

## **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If any of Licensee's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 herein above, shall be found attached to Licensor's Poles as specified in Section 4, Licensee, upon written notification from Licensor and within fifteen (15) days of receipt of notice, shall submit a Permit Application for such unauthorized Attachment. Failure to submit a Permit Application within the specific time period, Licensor may charge One Hundred (\$100.00) dollars for each unauthorized Attachment. Licensee shall also pay to Licensor all reasonable actual costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such arrangement is required to meet the specifications set forth in Section 3.1.
- 12.2 The charge for all other unauthorized Attachments identified with work performed in Section 13 shall equal the amount of the annual Pole Attachment fee per each unauthorized Attachment for the number of years since the last physical inventory or five (5) years, whichever is less, plus interest at the lesser of 1.5% per month or the highest rate allowed by law. Licensee shall also pay to Licensor all Costs incurred by Licensor to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet the specifications set forth in Section 3 herein above.
- 12.3 Following an inventory of Licensee's Attachments, any unauthorized Attachments will be based on the difference of the latest billing period and the inventory results.

### **SECTION 13. INVENTORIES AND INSPECTIONS**

- 13.1 Upon thirty (30) days' written notice from Licensor, a physical inventory may be conducted to determine the exact number and location of Licensee's Attachments on Licensor's Poles. Subsequent inventories may be conducted, at Licensor's sole discretion, no more frequent than every three (3) years. All Costs incurred by Licensor solely attributable to the identification and documentation of Licensee's Attachments, including but not limited to the production of required maps to conduct said inventories, shall be the sole responsibility of Licensee and Licensee agrees to pay Licensor for all Costs upon receipt of invoice from Licensor.
- 13.2 No inventory or inspection, or lack thereof, by Licensor shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 13.3 Any safety violations documented during such physical inventory and attributed to Licensee's Attachments will be corrected within thirty (30) days after Licensee's receipt of written notice. If Licensee fails to correct any safety violation within thirty (30) days after Licensor's written notice to Licensee, Licensor may perform such work as Licensor deems necessary at the expense of Licensee. Should Licensee dispute any safety violation, Licensee, within thirty (30) days, will give written notice to Licensor of such disputed safety violation. Representatives of both Parties will review the safety violation to determine which party is at fault for the safety violation.
- 13.4 Licensor may inspect any of Licensee's Attachments at any time. Should an inspection reveal that Licensee's Attachments are not placed in accordance with the terms and conditions of this Agreement, Licensor will provide written notice of such non-compliance and Licensee will bring the non-compliant Attachments into compliance within thirty (30) days. Should the non-compliant Attachments be jeopardizing the safety or welfare of Licensor's or Licensee's employees or the general public; or the integrity of Licensor's facilities, Licensee will correct the non-compliance immediately. Should Licensee fail to correct the non-compliance, Licensor may do so, without further notice to Licensee, at the sole risk and expense of Licensee. Licensee will be responsible to Licensor for all Costs associated with inspecting the non-compliant Attachments. Licensee will have no responsibility of any Costs to Licensor for any inspection by Licensor of Licensee's Attachments which do not reveal a non-compliant Attachment.

### **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Licensee shall pay each undisputed invoice submitted to it by Licensor within forty-five (45) days of Licensee's receipt. Payment shall be remitted to the address shown in Section 24, NOTICE. Any portion of an invoice not paid when due shall bear interest at the lesser of 1.5% per month or the maximum rate

allowed by law, unless such amount is disputed and is paid into escrow pursuant to Section 14.2 of this Agreement.

- 14.2 If Licensee in good faith disputes a payment, it shall deposit the amount in dispute in an interest-bearing account, acceptable to Licensor, within the time period provided for in Section 14.1 of this Agreement. Any amount so deposited shall remain in such escrow account until the dispute is resolved. Upon resolution of the dispute, the interest earned on amounts invested shall be paid to the Party determined to be entitled to such amounts.

## SECTION 15. DEFAULTS

- 15.1 If Licensee should default in any of its obligations under this Agreement, and should fail to correct the default within thirty (30) days after written notice from Licensor, Licensor may declare this Agreement to be terminated in its entirety. Upon such termination, Licensor may, without liability, require the Licensee to remove its Attachments from the Licensor's Poles within 120 days after the effective date of any such termination, or failing Licensee's timely removal of its Attachments, shall have the right to remove such Attachments at the expense of Licensee.
- 15.2 If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, the Licensor may elect to do such work, and Licensee shall reimburse Licensor for all Costs thereof.
- 15.3 If either party defaults in any of its obligations under this Agreement and it becomes necessary for the other party to obtain the services of an attorney to enforce such obligation, the defaulting party agrees to pay to the non-defaulting party, in any such action, any and all attorney fees, court cost and any other cost of litigation incurred by the non-defaulting party associated with the enforcement of such obligations, only if the non-defaulting party prevails.

## SECTION 16. SURVIVAL AFTER TERMINATION

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, the Parties shall remain liable to each other for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

## SECTION 17. INDEMNIFICATION

- 17.1 TO THE FULLEST EXTENT ALLOWED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSOR, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) TO THE EXTENT CAUSED BY

**THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSEE, ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.**

- 17.2 IN NO EVENT SHALL LICENSEE BE OBLIGATED TO INDEMNIFY LICENSOR FOR ANY CLAIMS, DAMAGES, OR LOSSES TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR OR ANY THIRD PARTY.
- 17.3 THE INDEMNITEE SHALL PROMPTLY NOTIFY THE INDEMNITOR OF ANY CLAIM FOR WHICH INDEMNIFICATION IS OR WILL BE SOUGHT UNDER THIS SECTION AND SHALL COOPERATE AND ASSIST THE INDEMNITOR IN THE DEFENSE OF THE CLAIM. FAILURE TO PROVIDE PROMPT NOTICE SHALL NOT RELIEVE THE INDEMNITOR OF ITS OBLIGATIONS HEREUNDER, EXCEPT TO THE EXTENT THE INDEMNITOR IS MATERIALLY PREJUDICED BY SUCH FAILURE.
- 17.4 THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, EXCEPT TO THE EXTENT SUCH DAMAGES ARE AWARDED TO A THIRD PARTY.
- 17.5 The terms and provisions of this Agreement are intended to be for the benefit of Licensor and Licensee, except as otherwise expressly provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their permitted successors and assigns, any benefits, rights, or remedies under or by reason of this Agreement.
- 17.6 The provisions of this Section 17 shall survive termination or expiration of this Agreement with respect to any activities of Licensee arising under this Agreement.

**SECTION 18. INSURANCE**

- 18.1 Licensee shall procure and maintain insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 17 and all other provisions of this Agreement. Such insurance shall include, but not be limited to the following:
- 1) Commercial General liability insurance to cover all phases of maintenance, installation and removal operations under this Agreement (including contractual indemnity coverage), with limits for bodily injury or death not less than \$2,000,000 for any one occurrence and property damage limits not less than \$5,000,000 for any one occurrence;

- 2) Automobile liability insurance on all vehicles used in connection with this Agreement, whether owned, non-owned or leased, with combined single limits of \$2,000,000 bodily injury/property damage per occurrence; and
- 3) Statutory Worker's Compensation Insurance in amounts stipulated by statute and Employer's Liability Coverage with a limit of \$1,000,000.

18.2 Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its parent and affiliated companies, their officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein and damages to Licensee's properties and /or any other loss sustained by Licensee whether insured or not.

18.3 All insurance required by Licensor under this Agreement shall be maintained by Licensee throughout the term of this Agreement and thereafter until all of the obligations of Licensee hereunder shall have been fully performed. Licensee shall submit to Licensor certificates (or copies of the policies, if requested by Licensor) to the effect that insurer has insured Licensee in the amounts and for the coverages required by Section 18.1 of this Agreement, and that such insurer will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days written notice to Licensor. In the event that Licensee's insurance coverage is to be cancelled by reason of non-payment of premiums, Licensor, in its sole discretion, shall have the right to pay such premiums and Licensee shall forthwith reimburse Licensor the full amount paid by Licensor. Licensee will name Licensor as an additional insured under all policies required by this Section 18.

18.4 Licensee shall promptly notify Licensor in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of Licensee's Attachments to any Pole.

## **SECTION 19. BOND**

19.1 Licensee shall furnish a bond or satisfactory letter of credit, the terms of which shall be subject to Licensor's approval, in the amount listed below in 19.2 to guarantee the payment of any sums which may become due Licensor under this Agreement, including for Costs, Pole Attachment fees, inspections, inventories, work performed for the benefit of Licensee under this Agreement (including the removal of Attachments upon the termination of this Agreement), or for any expense that may be incurred by Licensor because of any default of Licensee. All bonds or letter of credit must specify that Licensor be notified thirty (30) days prior to the expiration or cancellation of the underlying instrument and shall allow for direct payment to Licensor from such bond or letter of credit of any outstanding amounts due by Licensee under this Agreement upon default by Licensee of the terms of this Agreement. Licensee is obligated to maintain the security in the full required amount for the term of the Agreement. The amount

of the bond or the financial security shall not operate as a limitation upon the obligations or liability of Licensee.

19.2	<u>Poles</u>	<u>Security Amount</u>
	1-50	\$8,000.00
	51-250	\$28,000.00
	251-500	\$53,000.00
	501-2,000	\$203,000.00
	2,001-3,000	\$303,000.00
	3,001+	\$403,000.00

**SECTION 20. TAXES**

**20.1** Licensee shall pay all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Licensee’s business with regards to its Attachments, including, without limitation, all franchise, license, permit and other fees due to cities or other governmental entities.

**SECTION 21. ASSIGNMENTS**

**21.1** Licensee shall not, without prior written consent of Licensor, not to be unreasonably withheld, transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, provided that no prior consent shall be required for Licensee to transfer or assign its entire rights and obligations hereunder to any entity which may purchase all or substantially all of Licensee’s assets, or to any entity that may survive by merger or consolidation of Licensee or to an affiliate of Licensee.

**21.2** No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement and Licensee shall remain fully obligated and liable to Licensor under this Agreement. Notwithstanding the foregoing, Licensee shall be released and relieved from any and all such obligations to Licensor upon assumption of the Agreement by such permitted successor.

**21.3** Licensor may transfer, assign or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Licensee. Licensor shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.

**21.4** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## SECTION 22. APPLICABLE LAW

- 22.1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas. Exclusive venue of any legal proceeding, claim or dispute relative to this Agreement shall be in Washington County, Texas.

## SECTION 23. ENTIRE AGREEMENT

- 23.1 This Agreement and all exhibits hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes all prior and existing agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral concerning such matters, and all existing agreements between the Parties for the Joint Use of Poles are by mutual consent hereby abrogated and superseded by this Agreement.

## SECTION 24. NOTICE

- 24.1 Any notice required to be given or made in connection with this Agreement shall be in writing unless otherwise specifically stated herein and shall be deemed properly or sufficiently given or made by certified or registered mail, express mail or other overnight delivery service, electronically mailed (with email receipt confirmation) or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

To Licensor:  
Public Utilities General Manager  
City of Brenham  
P.O. Box 1059  
Brenham, TX 77834  
(979) 337-7510  
[wbissette@cityofbrenham.org](mailto:wbissette@cityofbrenham.org)

To Licensee:  
FiberLight, LLC  
Attn: Legal  
7500 Dallas Parkway, Suite 450  
Plano, Texas 75024  
844-509-0775  
[legal@fiberlight.com](mailto:legal@fiberlight.com)

- 24.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is

addressed. Any notice to Licensee must also be sent via email to:  
[legal@fiberlight.com](mailto:legal@fiberlight.com).

## **SECTION 25. MODIFICATION AND WAIVER**

- 25.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both Parties, unless such modification expressly provides for a different effective date.
- 25.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, or failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement, shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but the same shall remain at all times in full force and effect.

## **SECTION 26. HEADINGS**

- 26.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 27. INTERPRETATION**

- 27.1 The Parties intend that no provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by the court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

## **SECTION 28. TERM**

- 28.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either party by giving at least sixty (60) days' advance written notice of its intention to terminate this Agreement (in which case this Agreement will terminate on the 60<sup>th</sup> day after the non-terminating party receives the termination notice, unless a later termination date is specified in the termination notice).
- 28.2 Upon termination of this Agreement, Licensee shall have 180 days to remove all Attachments from Licensor's Poles, All provisions of this Agreement other than Licensee's right to make additional Attachments shall remain in effect until the Attachments are removed. Failing Licensee's removal of the Attachments within

this time period, Licensor shall have the right to remove the Attachments at Licensee's expense.

## **SECTION 29. FORCE MAJEURE**

- 29.1 Neither party shall be held liable for any delay or failure in performance on any part of this Agreement, other than the obligation to pay money due hereunder, due to any cause beyond the party's control and not due to such party's fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, changed governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

## **SECTION 30. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

- 30.1 Each party represents and warrants that (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement.
- 30.2 Licensee represents and warrants that it has obtained all required authorizations to provide the Services offered via the Attachments, and covenants that it will maintain and comply with the required authorizations throughout the term of this Agreement.
- 30.3 Licensee shall be responsible for obtaining its own rights-of-way and easements necessary for its Attachments. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF IT RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Poles because Licensee failed to obtain or maintain appropriate rights-of-way or easements. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF LICENSOR.

**SECTION 31. COUNTERPART SIGNATURES**

31.1 This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement and shall be binding upon the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or same counterpart. For purposes of this Agreement, a facsimile signature sent by pdf via e-mail on a counterpart shall be fully binding as though it was an original signature.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

**CITY OF BRENHAM, TEXAS - Licensor**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FiberLight, LLC - Licensee**

By:  \_\_\_\_\_  
Signature

Name: Bill Major

Title: CEO

Date: 2/20/2026 | 7:37 AM PST  
\_\_\_\_\_

# Exhibit "A" Permit Application

Licensee Permit No. \_\_\_\_\_ Licensor Permit No. \_\_\_\_\_

Location/Exchange \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.

In accordance with the terms and conditions of the Pole Attachment Agreement between City of Brenham (Licensor) and Fiberlight (Licensee) application is hereby made for (placement) (removal) (modification) of Attachments on Poles as indicated below and on the attached drawing and/or map. I hereby certify that, upon final inspection of completed work, all Attachments fully comply with Section 3 of this Agreement and the latest editions of the National Electrical Safety Code (NESC), National Electric Code (NEC), Occupational Safety and Health Administration (OSHA), and Rural Utilities Service (RUS), and no Attachments will be in violation of NESC, NEC, OSHA or RUS as the result of said Attachments. \*

\*Indicate on this application if it is being filed solely in connection with a Service Drop as required pursuant to Section 4.1 of the Pole Attachment Agreement.

Licensee: \_\_\_\_\_ Number of Poles added \_\_\_\_\_  
 By: \_\_\_\_\_ removed \_\_\_\_\_  
 Title: \_\_\_\_\_ modified \_\_\_\_\_  
 Phone: \_\_\_\_\_ overlash \_\_\_\_\_  
 Email: \_\_\_\_\_

Engineer Contact name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Licensor (conditionally approves) (denies) Licensee's Permit Application to place Attachments on Licensor's Poles.

Licensor: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_

Construction Completion Notification  
 All construction work has been completed and Attachments are ready for post-construction inspection.

Licensee: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_

Post-construction inspection has been completed and the status of this Permit Application is hereby changed from conditionally approved to approved.

Licensor: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_





City Council Regular Meeting  
**AGENDA ITEM 10**

**Agenda Item:** Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Techline Sports Lighting LLC for the Installation of Field Lighting at Henderson Park and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Public Works

**Staff Contact:** Dane Rau, Director of Public Works

**SUMMARY STATEMENT:**

In the 2025-26 Budget, BCDC granted \$275,000.00 to upgrade the field lights at both Finke and Korthaurer fields located at Henderson Park. Council awarded the contract to Techline Sports Field Lighting LLC on 10/2/2025 for the contract amount of \$268,975.00.

The project is now complete with new poles and LED lights which have made a drastic improvement to the fields and has gotten rid of the wooden poles and structures. The lights are active and in use in time for tournaments and Little League.

During the project there was one change order in the amount of \$2,750.00, which resulted in a change in the main electrical rack due to a current pole not being suitable for mounting. This was not part of the original plans and caused additional labor and materials by the subcontractor. Also, there were some issues with current utilities and the tedious care it took to not damage them, which added time and labor. Staff had approved this, so the project could progress.

With Change Order #1 and Final Payment Application #3, the final payment is \$27,172.50. This brings the total project to \$271,172.50. This comes in slightly below the budgeted amount.

**ATTACHMENTS:**

1. Change Order No. 1
2. Application for Final Payment
3. Certificate of Final Completion
4. Consent of Surety to Final Payment
5. Certification of Payment to Subcontractors and Suppliers

**RECOMMENDATION:**

Approve Change Order No. 1 and Final Payment to Techline Sports Lighting LLC, in the amount of \$27,172.50, for the installation of field lighting at Henderson Park and authorize the Mayor to execute any necessary documentation.



# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO CMR:** City of Brenham  
200 West Vulcan Street  
Brenham, TX 77833

**PROJECT:** Henderson Park Softball  
315 W. 2nd  
Brenham, TX 77833

**APPLICATION NO.:** 3-RET  
**PERIOD TO:** 31-Mar-26  
**PROJECT NO.:**

**FROM SUBCONTRACTOR:** Techline Sports Lighting, LLC  
15303 Storm Drive  
Austin, TX 78734

**ARCHITECT:**

**CONTRACT DATE:** 2-Oct-25

**Distribution to:** OWNER  
ARCHITECT  
CONTRACTOR

FILE

**CONTRACT FOR:** Henderson Park Softball

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, facsimile of AIA Document G703, is attached.

- 1. **Original Contract Sum** \$268,975.00
- 2. **Net change by Change Orders** \$2,750.00
- 3. **CONTRACT SUM TO DATE** \$271,725.00
- 4. **TOTAL COMPLETED & STORED TO DATE** \$271,725.00  
(Column G on G703)
- 5. **RETAINAGE:**
  - a: 10 % of Completed Work \$27,172.50  
(Columns D+E on G703)
  - b: 10 % of Stored Material \$0.00  
(Total in Column F of G703)
  - Total Retainage (Line 5a + 5b or  
Total in Column I of G703) \$27,172.50
- 6. **TOTAL EARNED LESS RETAINAGE** \$244,552.50  
(Line 4 less Line 5 Total)
- 7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**  
(Line 6 from prior Certificate) \$244,552.50
- 8. **CURRENT PAYMENT DUE** \$27,172.50
- 9. **BALANCE TO FINISH, INCLUDING RETAINAGE**  
(Line 3 less Line 6) \$0.00

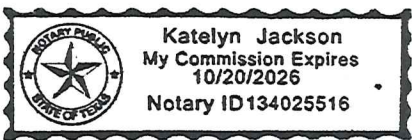
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner.	\$0.00	\$0.00
Total approved this Month	\$2,750.00	\$0.00
<b>TOTALS</b>	\$2,750.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$2,750.00	


The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work in which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: Techline Sports Lighting, LLC

By:  Date: 3/11/26

State of: Texas  
County of: Travis  
Subscribed and sworn to before  
me this 11 day of March 2026



Notary Public:   
My Commission expires: 10/20/2026

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

### AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: 0

By: \_\_\_\_\_ Date: \_\_\_\_\_  
for: 0

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest cent. Use Column I on Contracts where variable retainage for line items may apply. Contract for: Field Lighting

APPLICATION NO.: 3-RET  
 APPLICATION DATE: March 11, 2026  
 PERIOD TO: March 31, 2026  
 Project No: 0  
 Project Name: Henderson Park Softball

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION	THIS PERIOD		% (G/C)			
1	Sports Lighting Materials	\$173,000.00	\$173,000.00	\$0.00	\$0.00	\$173,000.00	100%	\$0.00	\$17,300.00
2	Labor / Installation Charges	\$88,000.00	\$88,000.00	\$0.00	\$0.00	\$88,000.00	100%	\$0.00	\$8,800.00
3	Payment & Performance Bond	\$3,975.00	\$3,975.00	\$0.00	\$0.00	\$3,975.00	100%	\$0.00	\$397.50
4	Electrical Engineering	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	\$400.00
5	CO #1 - Electrical Rack	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100%	\$0.00	\$275.00
6									
7									
<b>TOTALS</b>		\$271,725.00	\$271,725.00	\$0.00	\$0.00	\$271,725.00	100%	\$0.00	\$27,172.50

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Henderson Park Softball

Job No. \_\_\_\_\_

On receipt by the signer of this document of a check from City of Brenham in the sum of \$27,172.50 payable to Techline Sports Lighting, LLC and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under and similar ordinance, rule or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Henderson Park Softball Field located at 315 W. 2nd Street Brenham, TX 77833 to the following extent: Sports Lighting Materials and Installation.

This release covers FINAL payment for all labor, services, equipment or materials furnished to the property or to Cayuga ISD.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date 3/11/26

Techline Sports Lighting, LLC (Company)

By [Signature] (Signature)

Account Manager (Title)

State of TEXAS

County of TRAVIS

Subscribed and sworn to before me by the said Wes Wiese, who further Acknowledged to me that he/she is the person executing this CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT and that he/she is fully authorized to do so, on behalf of Techline Sports Lighting, LLC, on this 11th day of March, 2026, to certify which witness my hand and seal of office.



[Signature]

Notary Public-State of TEXAS

My Commission Expires: 10/20/26

Document 00641

CERTIFICATE OF FINAL COMPLETION

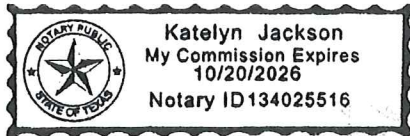
CERTIFICATE OF FINAL COMPLETION OF: Henderson Park Softball Fields  
Project No.: N/A  
Contract Dated: October 2, 2025

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Wesley Wiese who, being by me duly sworn, on his oath says that he or she represents Techline Sports Lighting, LLC, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

  
Affiant's Signature

SWORN AND SUBSCRIBED before me on 3/11/26 Date

  
Notary Public in and for the State of TEXAS



Katelyn Jackson  
Print or type name

My Commission Expires: 10/20/2026 Expiration Date

THIS IS TO STATE that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

\_\_\_\_\_  
Resident Project Representative

\_\_\_\_\_  
Engineer

Approved:

\_\_\_\_\_  
[Title of Approval Authority], [Contracting Department]

END OF DOCUMENT

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. 101489195

TO OWNER:

*(Name and address)*

City of Brenham  
200 West Vulcan Street  
Brenham, TX 77833

PROJECT:

*(Name and address)*

Henderson Park Sports Field Lighting Project

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Henderson Park Sports Field Lighting  
Project

CONTRACT DATED: September 22, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

, SURETY,

on bond of

*(Insert name and address of Contractor)*

Techline Sports Lighting, LLC  
9609 Beck Circle  
Austin, TX 78758

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

*(Insert name and address of Owner)*

City of Brenham  
200 West Vulcan Street  
Brenham, TX 77833

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 11, 2026

*(Insert in writing the month followed by the numeric date and year.)*



Merchants National Bonding, Inc.

*(Surety)*

*Courtney J. Goulding*

*(Signature of authorized representative)*

Courtney J. Goulding, Attorney-in-Fact

*(Printed name and title)*

Attest:  
*(Sign)*

*Ricky Pleasant, Jr.*  
Ricky Pleasant, Jr., Witness



Document 00642

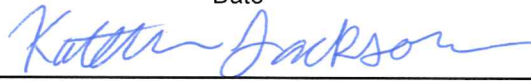
CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, Wesley Wiese, states that he is the Vice President of Operations,  
of Techline Sports Lighting, LLC  
Affiant Title  
Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. Henderson Park LED Field Lighting in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

  
Affiant's Signature

SWORN AND SUBSCRIBED before me on 3/16/26 3-16-26  
Date

  
Notary Public in and for the State of TEXAS



Katelyn Jackson  
Print or type name

My Commission Expires: 10-20-2026  
Expiration Date

END OF DOCUMENT



City Council Regular Meeting  
**AGENDA ITEM 11**

**Agenda Item:** Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing New Speed Limits on Highway 36 South from 290 Feeder Road to Brenham City Limits

**Meeting Date:** April 2, 2026

**Department:** Public Works

**Staff Contact:** Dane Rau, Director of Public Works

**SUMMARY STATEMENT:**

The City of Brenham and TXDOT have been working on several upcoming projects along Hwy 36 S. prior to the construction of the medians and a potential signal light. We have asked TXDOT to consider decreasing the speed limit as you get closer into Brenham with the heavier traffic and numerous entrances and exits from commercial properties. TXDOT has performed a traffic study and has come back with recommendations to adopt lower speed limits mainly from the 290 feeder to approximately 0.525 miles out, making this 40 mph rather than the current 50 mph. The rest of the way to Brenham City Limits (or Anderson Ln) it will be the same 55 mph. In order for these to be effective, the Brenham City Council will have to adopt this ordinance on the lower speed limit and the existing speed limit to supersede any other ordinances.

TXDOT will be performing a traffic analysis on the south side of 36 once the sidewalk project is completed to get us a recommendation on this area concerning speed limits. That will be in about a year.

We ask Council to approve the ordinance on its first reading lowering the speed limit as described in the attached ordinance.

**ATTACHMENTS:**

1. Ordinance for First Reading
2. Speed Zone Proposal Map

**RECOMMENDATION:**

Approve an Ordinance on its first reading establishing new speed limits on Highway 36 South from 290 Feeder Road to Brenham City limits.

**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE RELATING TO SPEED ZONES WHICH SPECIFICALLY DESIGNATES ADDITIONAL AREAS IN THE CITY OF BRENHAM IN WHICH RATES OF SPEED OF THIRTY (30) MILES PER HOUR OR MORE ARE AUTHORIZED; RESCINDING ALL PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH; AND DECLARING THAT ATTENDANT FACTS NECESSITATE IMMEDIATE ACTION**

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

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

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

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

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

**SECTION I.**

That any and all ordinances or parts of ordinances relating to speed zones on SH 36 in the City of BRENHAM are hereby rescinded, and the following are additional specifically designated areas in which a rate of speed of thirty (30) miles per hour or more is authorized.

- A. SH 36, for traffic moving in a southerly direction for 0.525 miles from the intersection with SBFR US 290, the speed limit shall be forty (40) miles per hour. For the next 0.943 miles, the speed limit shall be fifty-five (55) miles per hour to southern city limits
- B. SH 36, for traffic moving in a northerly direction for 0.943 miles from the southern city limits, the speed limit shall be fifty-five (55) miles per hour. For the next 0.525 miles, the speed limit shall be forty (40) miles per hour to the SBFR US 290 intersection.

## **SECTION II.**

The preservation of the general welfare of the public necessitates immediate action, this Ordinance shall be effective from and after the date of its passage as provided by the Charter of the City of Brenham

## **SECTION III. PENALTY**

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

## **SECTION IV. SAVINGS CLAUSE**

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

## **SECTION V. SEVERABILITY**

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

## **SECTION VI. REPEALER**

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

## **SECTION VII. EFFECTIVE DATE**

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

**SECTION VIII. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED**, on its first reading on the \_\_\_\_ day of \_\_\_\_\_ 2026.

**PASSED AND APPROVED**, on its second reading on the \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Atwood C. Kenjura  
Mayor

**Approved as to form:**

\_\_\_\_\_  
Cary Bovey  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Jeana Bellinger, TRMC, CMC  
City Secretary

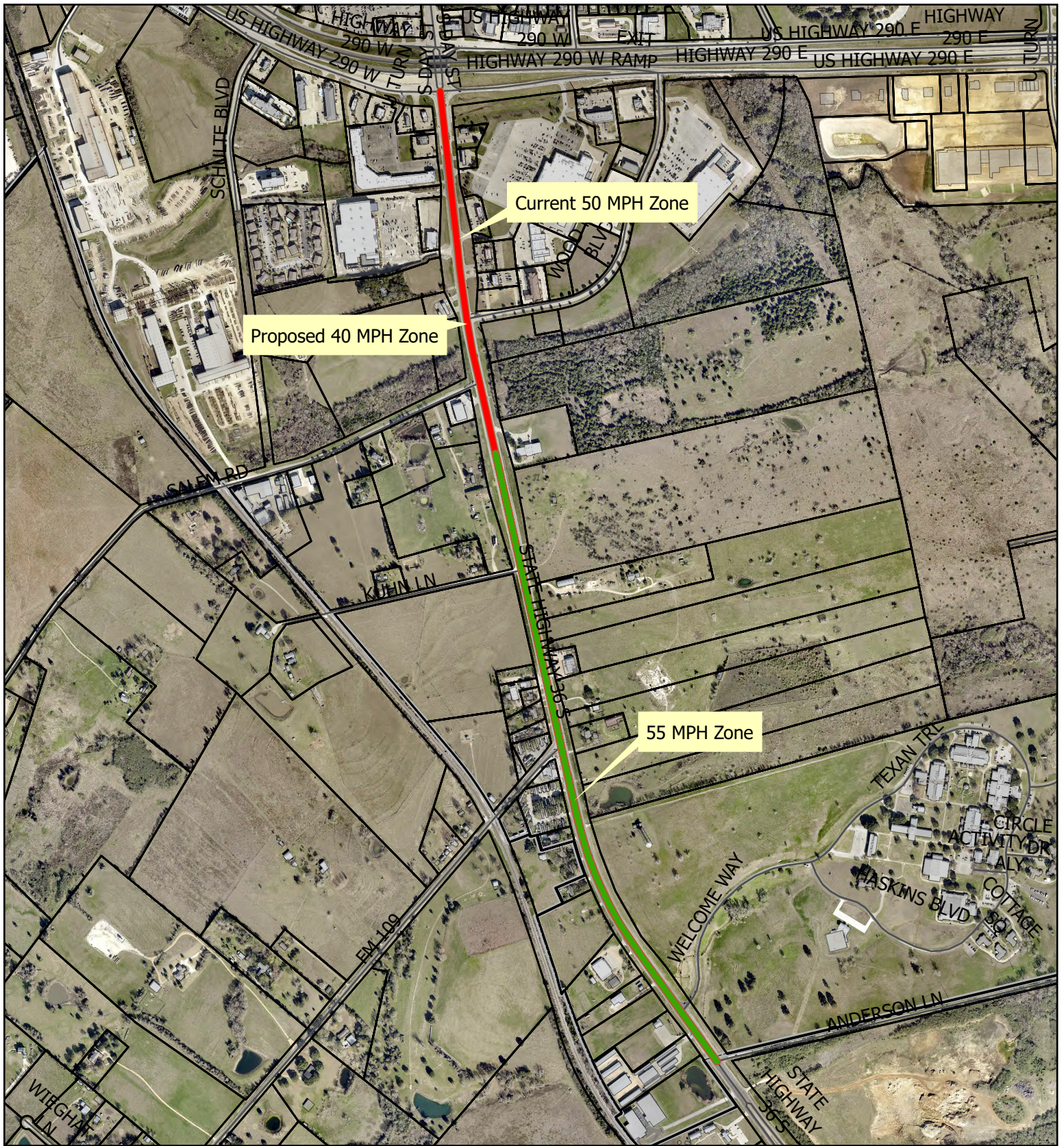
**THE STATE OF TEXAS** §

**COUNTY OF WASHINGTON** §

I, \_\_\_\_\_ City Secretary of the City of Brenham, County of Washington, State of Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and approved by the City of Brenham on the \_\_\_\_\_ day of \_\_\_\_\_ 2026 and is now in file in my office and notice is hereby given of the passage of the same in the manner and for the length of time as required by the Charter of the City of Brenham.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
City Secretary, City of Brenham



## State Highway 365 Speed Ordinance

- Speed Zone Ordinance (Proposed 40 MPH Zone)
- 55 MPH Speed Zone





City Council Regular Meeting  
**AGENDA ITEM 12**

**Agenda Item:** Discuss and Possibly Act Upon Final Payment to Solid Bridge Construction LLC Related to the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Public Works

**Staff Contact:** Dane Rau, Director of Public Works

**SUMMARY STATEMENT:**

The time has come to close out the Hurricane Harvey Projects. On October 3, 2024, Council awarded a construction contract to Solid Bridge Construction LLC for 7 sites around town that were part of the 2017 Hurricane Harvey GLO CDBG-MIT Grant. A grant totaling \$5.01M was received for all services. Once bid out, the construction portion was awarded at \$5,422,110.00 for 7 sites being (Burleson Low Water Crossing), (Jefferson St Drainage Improvements), (Higgins Branch Creek at Henderson Park) (Baylor St Drainage Improvements), (E. Commerce/Dark St/Seelhorst/Clinton St Drainage Improvements), (Higgins Branch-Key to Day) and (Tom Dee St Drainage Improvements)

We are happy to say that all projects are completed, and we were successful in receiving a deductive change order from the original contract amount of \$459,280.00. This brings the total construction costs in at \$5,119,813.00. We are ready to make final payment to Solid Bridge as all sites have been walked by Strand Engineering, the Contractor and City Staff. A 1-year warranty is applied for and will address any issues that may arise.

We would respectfully ask council to approve Final Payment in the amount of \$511,981.30 to Solid Bridge Construction LLC. This final payment includes an overall deductive change order of \$459,280.00, bringing the total contract amount to \$5,119,813.00.

**ATTACHMENTS:**

1. Application for Payment
2. Final Completion Letter from Strand Engineering
3. Contractor's Final Payment Affidavit
4. Consent of Surety to Final Payment
5. Certification of Payment to Subcontractors and Suppliers

**RECOMMENDATION:**

Approve final payment to Solid Bridge Construction LLC related to the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program, in the amount of \$511,981.30, and authorize the Mayor to execute any necessary documentation.



APPLICATION FOR PAYMENT NO. 11 - Final										
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS			Project No. 2022-03		GLO CONTRACT NO. 22-085-049-D302					
TO OWNER: City of Brenham										
FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358										
CONTRACT AWARDED: November 4, 2024				NOTICE TO PROCEED: January 6, 2025						
PERIOD FROM: February 26, 2026				PERIOD TO: March 12, 2026						
CONST. TIME ALLOTTED: 550 days				TIME USED:						
Item #	Description	Quantity	Units	Unit Price	Total Cost	Quantity (This Period)	Quantity (Previous Period)	Cost of Completed Work	Remaining Quantity	Percent Complete
<b>SITE 2-BURLESON STREET AT LOW WATER CROSSING</b>										
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ 100,000.00	0.0	
2	Remove the Existing Drainage Structures (Pipe, Concrete Slope Paving and Asphalt Pavement)	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ 75,000.00	0	
3	Prepare Creek Area (Tree and Debris Removal; Channel Shaping)	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ 50,000.00	0	
4	Excavation	1150	SY	\$ 22.00	\$ 25,300.00		1150	\$ 25,300.00	0	
5	Embankment	440	SY	\$ 25.00	\$ 11,000.00		440	\$ 11,000.00	0	
6	Cement Stabilized Backfill	103	CY	\$ 110.00	\$ 11,330.00		103	\$ 11,330.00	0	
7	Drill Shaft (24-IN)	280	LF	\$ 400.00	\$ 112,000.00		280	\$ 112,000.00	0	
8	Class C Concrete (Abut)	60	CY	\$ 2,000.00	\$ 120,000.00		60	\$ 120,000.00	0	
9	Reinforced Concrete Slab (Slab Beam)	1446	SF	\$ 60.00	\$ 86,760.00		1446	\$ 86,760.00	0	
10	Approach Slab	70	CY	\$ 900.00	\$ 63,000.00		70	\$ 63,000.00	0	
11	Prestressed Concrete Slab Beam (4SB15)	356	LF	\$ 600.00	\$ 213,600.00		356	\$ 213,600.00	0	
12	Concrete Riprap (Class B) (5-IN)	44	CY	\$ 225.00	\$ 9,900.00		44	\$ 9,900.00	0	
13	Rail (TY C402)	140	LF	\$ 250.00	\$ 35,000.00		140	\$ 35,000.00	0	
14	Remove and Dispose of Existing 8-1N Sanitary Sewer Line	105	LF	\$ 100.00	\$ 10,500.00		105	\$ 10,500.00	0	
15	Remove and Dispose of Existing 4-IN Sanitary Sewer Service Line	40	LF	\$ 100.00	\$ 4,000.00		40	\$ 4,000.00	0	
16	Armor Joint (Sealed)	72	LF	\$ 100.00	\$ 7,200.00		72	\$ 7,200.00	0	
17	Raise Existing Manholes	2	EA	\$ 2,500.00	\$ 5,000.00		2	\$ 5,000.00	0	
18	8-IN D-3034 SDR-26 PVC (Sanitary Sewer)	101	LF	\$ 100.00	\$ 10,100.00		101	\$ 10,100.00	0	
19	14-IN Welded Steel Casing W/ Casing Spacers	75	LF	\$ 350.00	\$ 26,250.00		75	\$ 26,250.00	0	
20	Construct 24-IN by 24-IN Prestressed Concrete Piles at the Aerial Sewer Crossing. (Min. 20-FT Deep Each)	2	EA	\$ 50,000.00	\$ 100,000.00		2	\$ 100,000.00	0	
21	Construct Concrete Sanitary Sewer Manhole.	2	EA	\$ 9,500.00	\$ 19,000.00		2	\$ 19,000.00	0	
22	Relocate Existing 4-IN Sanitary Sewer Service Line	1	LS	\$ 18,500.00	\$ 18,500.00		1	\$ 18,500.00	0	
23	Mli Beam Gd Fen Trans	2	EA	\$ 7,500.00	\$ 15,000.00		2	\$ 15,000.00	0	
24	Mtl W-Beam Gd Fen (Tim Post) (Round)	25	LF	\$ 300.00	\$ 7,500.00		25	\$ 7,500.00	0	
25	Downstream Anchor Terminal Section	2	EA	\$ 3,500.00	\$ 7,000.00		2	\$ 7,000.00	0	
26	Crash Cushion-Low Maintenance-Narrow	2	EA	\$ 3,500.00	\$ 7,000.00		2	\$ 7,000.00	0	
27	18-IN RCP (INCL Cement Stabilized Sand)	43	LF	\$ 135.00	\$ 5,805.00		43	\$ 5,805.00	0	
28	24-IN RCP (INCL Cement Stabilized Sand)	69	LF	\$ 155.00	\$ 10,695.00		69	\$ 10,695.00	0	
29	4:1 Safety End Treatment on 18-IN RCP	2	EA	\$ 4,000.00	\$ 8,000.00		2	\$ 8,000.00	0	
30	4:1 Safety End Treatment on 24-IN RCP	4	EA	\$ 4,250.00	\$ 17,000.00		4	\$ 17,000.00	0	
31	New Water Gap	1	LS	\$ 7,500.00	\$ 7,500.00		1	\$ 7,500.00	0	
32*	Riprap (Stone Type R) (Dry) (24-IN)	61	CY	\$ 350.00	\$ 21,400.00		61	\$ 21,400.00	0	
33	Relocate Existing Fire Hydrant	1	EA	\$ 6,500.00	\$ 6,500.00		1	\$ 6,500.00	0	
34	Asphalt Pavement Repair Within City Streets	400	SY	\$ 65.00	\$ 26,000.00		400	\$ 26,000.00	0	
35	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00	0	
36	Barricades, Signs, and Traffic Handling	3	MO	\$ 8,500.00	\$ 25,500.00		3	\$ 25,500.00	0	

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TO OWNER: City of Brenham										
FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358										
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CONST. TIME ALLOTTED: 550 days				TIME USED:						
Item #	Description	Quantity	Units	Unit Price	Total Cost	Quantity (This Period)	Quantity (Previous Period)	Cost of Completed Work	Remaining Quantity	Percent Complete
37	Concrete Slope Paving (5-IN Thick)	88	SY	\$ 160.00	\$ 14,080.00		88	\$ 14,080.00	0	
38*	Hydrovac Truck	1	LS	\$ 7,650.00	\$ 7,650.00		1	\$ 7,650.00	0	
<b>TOTALS</b>					<b>\$ 1,310,070.00</b>			<b>\$ 1,310,070.00</b>		100.0%
SITE 3--JEFFERSON STREET DRAINAGE IMPROVEMENTS										
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ 100,000.00	0	
2	Remove and Dispose of the Existing Curb Inlet	3	EA	\$ 5,000.00	\$ 15,000.00		3	\$ 15,000.00	0	
3	Remove and Dispose of the Existing Junction Box	2	EA	\$ 6,500.00	\$ 13,000.00		2	\$ 13,000.00	0	
4	Remove and Dispose of the Existing Storm Sewer Pipe	210	LF	\$ 60.00	\$ 12,600.00		210	\$ 12,600.00	0	
5*	Asphalt Pavement Repair within City Streets	2357	SY	\$ 58.00	\$ 136,706.00		2357	\$ 136,706.00	0	
6	Adjust Existing Water Main	1	EA	\$ 7,500.00	\$ 7,500.00		1	\$ 7,500.00	0	
7*	Adjust 4-IN Sanitary Sewer Service Line	13	EA	\$ 2,500.00	\$ 32,500.00		13	\$ 32,500.00	0	
8*	Concrete Curb and Gutter	1860	LF	\$ 60.00	\$ 111,600.00		1860	\$ 111,600.00	0	
9	18-IN Reinforced Concrete Pipe (RCP) (INCL Cement Stabilized Sand)	83	LF	\$ 100.00	\$ 8,300.00		83	\$ 8,300.00	0	
10	24-IN RCP (INCL Cement Stabilized Sand)	28	LF	\$ 160.00	\$ 4,480.00		28	\$ 4,480.00	0	
11	36-IN RCP (INCL Cement Stabilized Sand)	634	LF	\$ 255.00	\$ 161,670.00		634	\$ 161,670.00	0	
12	42-IN RCP (INCL Cement Stabilized Sand)	935	LF	\$ 400.00	\$ 374,000.00		935	\$ 374,000.00	0	
13	42-IN RCP Arch Pipe	38	LF	\$ 800.00	\$ 30,400.00		38	\$ 30,400.00	0	
14	48-IN RCP (INCL Cement Stabilized Sand)	485	LF	\$ 425.00	\$ 206,125.00		485	\$ 206,125.00	0	
15	Recessed Curb Inlet (5-FT Wide with Single 5-FT Extension)	3	EA	\$ 10,000.00	\$ 30,000.00		3	\$ 30,000.00	0	
16	Recessed Curb Inlet (5-FT Wide W/ Double 5-FT Extension)	7	EA	\$ 11,500.00	\$ 80,500.00		7	\$ 80,500.00	0	
17	Recessed Curb Inlet (10-FT Wide W/ Double 5-FT Extension)	3	EA	\$ 11,000.00	\$ 33,000.00		3	\$ 33,000.00	0	
18	Reinforced Concrete Junction Box	3	EA	\$ 18,500.00	\$ 55,500.00		3	\$ 55,500.00	0	
CO1.1*	Upsize to a 7-Foot Junction Box (A1)	1	EA	\$ 8,113.00	\$ 8,113.00		1	\$ 8,113.00	0	
CO1.2*	Upsize to a 6-Foot Junction Box (A2)	1	EA	\$ 6,810.00	\$ 6,810.00		1	\$ 6,810.00	0	
CO1.3*	Upsize to a 6-Foot Curb Inlet Base (A3)	1	EA	\$ 2,248.00	\$ 2,248.00		1	\$ 2,248.00	0	
CO1.4*	Custom Riser for Inlet to Mett Correct Rim Elevation	7	EA	\$ 1,220.00	\$ 8,540.00		7	\$ 8,540.00	0	
CO1.5*	42-IN Arch Pipe Elevation Conflict and Sewer Relocation with Service Line	1	EA	\$ 4,500.00	\$ 4,500.00		1	\$ 4,500.00	0	
CO1.6*	Driveway Paving	1026	SY	\$ 6.00	\$ 6,156.00		1026	\$ 6,156.00	0	
CO1.7*	Sewer Main Crossing with New Material	4	EA	\$ 2,500.00	\$ 10,000.00		4	\$ 10,000.00	0	
CO1.8*	Sod	28	Pallet	\$ 300.00	\$ 8,400.00		28	\$ 8,400.00	0	
19	Reinforced Concrete Junction Box On Existing 15-IN RCP	1	EA	\$ 12,000.00	\$ 12,000.00		1	\$ 12,000.00	0	
20	Tie 36-IN RCP into Existing 8-FT by 5-FT Junction Box	1	EA	\$ 7,000.00	\$ 7,000.00		1	\$ 7,000.00	0	
21	Barricades, Signs, and Traffic Handling	1	LS	\$ 40,000.00	\$ 40,000.00		1	\$ 40,000.00	0	

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TO OWNER: City of Brenham										
FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358										
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Item #	Description	Quantity	Units	Unit Price	Total Cost	Quantity (This Period)	Quantity (Previous Period)	Cost of Completed Work	Remaining Quantity	Percent Complete
<b>TOTALS</b>					<b>\$ 1,526,648.00</b>			<b>\$ 1,526,648.00</b>		<b>100.0%</b>
<b>SITE 4--HIGGINS BRANCH CREEK ALONG HENDERSON PARK TO FARM-TO-MARKET (FM) 577</b>										
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ 30,000.00	0	
2	Remove and Dispose of the Concrete Slope Paving and Debris	800	SY	\$ 55.00	\$ 44,000.00		800	\$ 44,000.00	0	
3*	Remove and Dispose of Existing Corrugated Metal Pipe (CMP)	0	LF	\$ 80.00	\$ -			\$ -	0	
4*	18-IN CMP	0	LF	\$ 110.00	\$ -			\$ -	0	
5*	36-IN CMP	0	LF	\$ 200.00	\$ -			\$ -	0	
6*	Safety End Treatment (SET)	0	EA	\$ 5,500.00	\$ -			\$ -	0	
7*	Reinforced Concrete Junction Box	0	EA	\$ 7,500.00	\$ -			\$ -	0	
8	Desilling	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ 30,000.00	0	
CO1.9*	Demolish and Remove Concrete Slope Paing; Add Riprap	1	EA	\$ 4,200.00	\$ 4,200.00		1	\$ 4,200.00	0	
9	Concrete Slope Paving (5-IN Thick)	390	SY	\$ 150.00	\$ 58,500.00		390	\$ 58,500.00	0	
10	Riprap (Stone Type R) (Dry) (24-IN)	670	CY	\$ 210.00	\$ 140,700.00		670	\$ 140,700.00	0	
11	Debris Removal, Vegetation Removal, Embankment Protection, and Earthen Restoration	685	LF	\$ 40.00	\$ 27,400.00		685	\$ 27,400.00	0	
<b>TOTALS</b>					<b>\$ 334,800.00</b>			<b>\$ 334,800.00</b>		<b>100.0%</b>
<b>SITE 5--BAYLOR STREET DRAINAGE IMPROVEMENTS</b>										
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ 30,000.00	0	
2	Remove and Dispose of the Existing Junction Box.	1	EA	\$ 3,500.00	\$ 3,500.00		1	\$ 3,500.00	0	
3	Remove and Dispose of the Existing Storm Sewer Pipe	40	LF	\$ 50.00	\$ 2,000.00		40	\$ 2,000.00	0	
4	Remove and Dispose of the Existing Pavement	30	SY	\$ 75.00	\$ 2,250.00		30	\$ 2,250.00	0	
5	Asphalt Pavement Repair within City Streets	20	SY	\$ 100.00	\$ 2,000.00		20	\$ 2,000.00	0	
6	Concrete Curb and Gutter	465	LF	\$ 45.00	\$ 20,925.00		465	\$ 20,925.00	0	
7*	Concrete Sidewalk	750	SY	\$ 58.00	\$ 43,500.00		750	\$ 43,500.00	0	
8	18-IN RCP (INCL Cement Stabilized Sand)	36	LF	\$ 150.00	\$ 5,400.00		36	\$ 5,400.00	0	
9	24-IN RCP (INCL Cement Stabilized Sand)	309	LF	\$ 185.00	\$ 57,165.00		309	\$ 57,165.00	0	
10	36-IN RCP (INCL Cement Stabilized Sand)	177	LF	\$ 250.00	\$ 44,250.00		177	\$ 44,250.00	0	
11	5-FT by 3-FT Curb Inlet (INCL Rear Facing Throat)	1	EA	\$ 8,500.00	\$ 8,500.00		1	\$ 8,500.00	0	
12	Recessed Curb Inlet (5-FT-Wide WI Single 5-FT Extension)	1	EA	\$ 8,200.00	\$ 8,200.00		1	\$ 8,200.00	0	
13	Recessed Curb Inlet (5-FT-Wide WI Double 5-FT Extension)	2	EA	\$ 8,500.00	\$ 17,000.00		2	\$ 17,000.00	0	
14	Recessed Curb Inlet (8-FT-Wide WI Single 5-FT Extension)	1	EA	\$ 11,000.00	\$ 11,000.00		1	\$ 11,000.00	0	
14*	Recessed Curb Inlet (8-FT-Wide WI Single 5-FT Extension)	1	EA	\$ 6,500.00	\$ 6,500.00		1	\$ 6,500.00	0	
15	Reinforced Concrete Junction Box	2	EA	\$ 9,500.00	\$ 19,000.00		2	\$ 19,000.00	0	
16*	Relocate Utility Pole	0	EA	\$ 3,500.00	\$ -		0	\$ -	0	
17	Relocate Fire Hydrant.	1	EA	\$ 4,500.00	\$ 4,500.00		1	\$ 4,500.00	0	
18	Barricades, Signs, and Traffic Handling	1	LS	\$ 18,500.00	\$ 18,500.00		1	\$ 18,500.00	0	
CO2.1	Site 5--Custom Collar at A3 Tying In the Existing Pipe Under Railroad	1	EA	\$ 1,850.00	\$ 1,850.00		1	\$ 1,850.00	0	
CO2.2	Site 5--Custom Box and Type E Inlet with One Stick of 24-Inch Pipe	1	EA	\$ 8,500.00	\$ 8,500.00		1	\$ 8,500.00	0	
CO2.3	Site 5--French Drain System Underneath 24-Inch Reinforced Concrete	1	EA	\$ 3,500.00	\$ 3,500.00		1	\$ 3,500.00	0	

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<b>TOTALS</b>					\$ 318,040.00			\$ 318,040.00		100%
<b>SITE 6—EAST COMMERCE STREET, CLINTON STREET, SEELHORST STREET, AND DARK STREET</b>										
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00		1	\$ 150,000.00	0	
2	Remove and Dispose of the Existing Curb Inlet	2	EA	\$ 5,000.00	\$ 10,000.00		2	\$ 10,000.00	0	
3	Remove and Dispose of the Existing Grate Inlet	3	EA	\$ 5,000.00	\$ 15,000.00		3	\$ 15,000.00	0	
4	Remove and Dispose of the Existing Storm Sewer Pipe	1194	LF	\$ 65.00	\$ 77,610.00		1194	\$ 77,610.00	0	
5	Remove and Dispose of Existing Concrete Sidewalk and Driveway	100	SY	\$ 50.00	\$ 5,000.00		100	\$ 5,000.00	0	
6*	Asphalt Pavement Repair within City Streets	480	SY	\$ 100.00	\$ 48,000.00		480	\$ 48,000.00	0	
7	Concrete Curb and Gutter	675	LF	\$ 75.00	\$ 50,625.00		675	\$ 50,625.00	0	

**APPLICATION FOR PAYMENT NO. 11 - Final**

**HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS**      **Project No. 2022-03**      **GLO CONTRACT NO. 22-085-049-D302**

TO OWNER: City of Brenham  
 FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358

CONTRACT AWARDED: **November 4, 2024**      NOTICE TO PROCEED: **January 6, 2025**  
 PERIOD FROM: February 26, 2026      PERIOD TO: March 12, 2026  
 CONST. TIME ALLOTTED: 550 days      TIME USED:

Item #	Description	Quantity	Units	Unit Price	Total Cost	Quantity (This Period)	Quantity (Previous Period)	Cost of Completed Work	Remaining Quantity	Percent Complete
8*	18-IN RCP (INCL Cement Stabilized Sand)	0	LF	\$ 175.00	\$ -		0	\$ -	0	
9*	24-IN RCP (INCL Cement Stabilized Sand)	182	LF	\$ 210.00	\$ 38,220.00		182	\$ 38,220.00	0	
10*	36-IN Polyvinyl Chloride Pipe (PVC)	0	LF	\$ 850.00	\$ -		0	\$ -	0	
11*	42-IN Casing (by Jack, Bore, or Tunnel)(Railroad Crossing)	0	LF	\$ 1,000.00	\$ -		0	\$ -	0	
12*	36-IN RCP (INCL Cement Stabilized Sand)	1104	LF	\$ 310.00	\$ 342,240.00		1104	\$ 342,240.00	0	
13	Recessed Curb Inlet (5-FT Wide)	1	EA	\$ 9,500.00	\$ 9,500.00		1	\$ 9,500.00	0	
14*	Recessed Curb Inlet (5-FT Wide W/ a Single 5-FT Extension)	0	EA	\$ 10,000.00	\$ -	-1	1	\$ -	0	
15	Recessed Curb Inlet (5-FT Wide W/ a Double 5-FT Extension)	5	EA	\$ 11,500.00	\$ 57,500.00		5	\$ 57,500.00	0	
16	Reinforced Concrete Throat Inlet	1	EA	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00	0	
17	Reinforced Concrete Junction Box	5	EA	\$ 9,500.00	\$ 47,500.00		5	\$ 47,500.00	0	
18	Construct 2-Sided Throat Inlet on Existing Area Inlet	1	EA	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00	0	
19	Concrete Sidewalk	30	SY	\$ 100.00	\$ 3,000.00		30	\$ 3,000.00	0	
20	Concrete Driveway	60	SY	\$ 100.00	\$ 6,000.00		60	\$ 6,000.00	0	
21	Riprap (Stone Type R) (Dry) (24-IN)	106	CY	\$ 225.00	\$ 23,850.00		106	\$ 23,850.00	0	
22	Safety End Treatment (36-1N RCP)	1	EA	\$ 6,500.00	\$ 6,500.00		1	\$ 6,500.00	0	
23	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ 20,000.00	0	
24	Barricades, Signs, and Traffic Handling	1	LS	\$ 40,000.00	\$ 40,000.00		1	\$ 40,000.00	0	
25*	Railroad Permit Coordination, Inspection, Flagger, Insurance, and Associated Fees	0	LS	\$ 45,000.00	\$ 9,000.00		0.2	\$ 9,000.00	0	
CO2.4	Site 6-30-Inch RCP (Unit Price: 236 LF at \$260 per LF).	236	LF	\$ 260.00	\$ 61,360.00		236	\$ 61,360.00	0	
CO2.5	Site 6-Remove and Install the Sewer Line (Unit Price: 275 LF at \$50 per LF).	275	LF	\$ 50.00	\$ 13,750.00		275	\$ 13,750.00	0	
CO2.6	Site 6-12-Inch Concrete Headwall with Baffle Blocks (Unit Price: \$4,500 at 1 EA).	1	EA	\$ 4,500.00	\$ 4,500.00		1	\$ 4,500.00	0	
CO2.7	Site 6-Custom Box with Drop Structure (A-4) (Unit Price: \$4,500 at 1 EA).	1	EA	\$ 4,500.00	\$ 4,500.00		1	\$ 4,500.00	0	
CO2.8	Site 6-Custom Box with Drop Structure (A-5) (Unit Price: \$4,500 at 1 EA).	1	EA	\$ 4,500.00	\$ 4,500.00		1	\$ 4,500.00	0	
CO2.9	Site 6-Site Restoration Sod and Hydro-Seed (Unit Price: \$7,500 at 1 LS).	1	LS	\$ 7,500.00	\$ 7,500.00		1	\$ 7,500.00	0	
CO2.10	Site 6-Custom Curb Inlet with Sidewalk (A11) (Unit Price: \$3,500 at 1 EA).	1	EA	\$ 3,500.00	\$ 3,500.00		1	\$ 3,500.00	0	
CO2.11	Site 6-Demolish and Pour the Driveway and Sidewalk on Commerce	1	LS	\$ 3,500.00	\$ 3,500.00		1	\$ 3,500.00	0	
CO2.12	Site 6-18-Inch RCP with Custom Collar for Junction Box Tie In (A11)	1	LS	\$ 3,000.00	\$ 3,000.00		1	\$ 3,000.00	0	
<b>TOTALS</b>					<b>\$ 1,085,655.00</b>			<b>\$ 1,085,655.00</b>	0	100.0%

<b>SITE 8-HOGG BRANCH CREEK TO JACKSON STREET TO SOUTH DAY STREET</b>										
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ 25,000.00	0	
2	Remove and Dispose of the Concrete Slope Paving	550	SY	\$ 60.00	\$ 33,000.00		550	\$ 33,000.00	0	
3	Concrete Slope Paving (5-IN)	1555	SY	\$ 150.00	\$ 233,250.00		1555	\$ 233,250.00	0	
4	Sodding	1	LS	\$ 35,000.00	\$ 35,000.00		1	\$ 35,000.00	0	

APPLICATION FOR PAYMENT NO. 11 - Final										
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS			Project No. 2022-03		GLO CONTRACT NO. 22-085-049-D302					
TO OWNER: City of Brenham										
FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358										
CONTRACT AWARDED:			November 4, 2024			NOTICE TO PROCEED:			January 6, 2025	
PERIOD FROM:			February 26, 2026			PERIOD TO:			March 12, 2026	
CONST. TIME ALLOTTED:			550 days			TIME USED:				
Item #	Description	Quantity	Units	Unit Price	Total Cost	Quantity (This Period)	Quantity (Previous Period)	Cost of Completed Work	Remaining Quantity	Percent Complete
<b>TOTALS</b>					<b>\$ 326,250.00</b>			<b>\$ 326,250.00</b>		<b>100.0%</b>
<b>ALTERNATE NO. 5-SITE 10-TOM DEE STREET DRAINAGE IMPROVEMENTS</b>										
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ 25,000.00	0	
2	Make Tie-In To Existing Storm Sewer	1	EA	\$ 7,500.00	\$ 7,500.00		1	\$ 7,500.00	0	
3	Asphalt Pavement Repair within City Streets	220	SY	\$ 88.00	\$ 19,360.00		220	\$ 19,360.00	0	
4	18-IN RCP (INCL Cement Stabilized Sand)	30	LF	\$ 180.00	\$ 5,400.00		30	\$ 5,400.00	0	
5	24-IN RCP (INCL Cement Stabilized Sand)	301	LF	\$ 250.00	\$ 75,250.00		301	\$ 75,250.00	0	
6	Reinforced Concrete Junction Box	1	EA	\$ 10,000.00	\$ 10,000.00		1	\$ 10,000.00	0	
7	Recessed Curb Inlet (5-FT Wide W/ Single 5-FT Extension)	4	EA	\$ 9,500.00	\$ 38,000.00		4	\$ 38,000.00	0	
8	Concrete Driveway Pavement Repair	50	SY	\$ 120.00	\$ 6,000.00		50	\$ 6,000.00	0	
9*	Block Sodding	222	SY	\$ 20.00	\$ 4,440.00		222	\$ 4,440.00	0	
CO1.10*	Curb and Gutter	315	LF	\$ 60.00	\$ 18,900.00		315	\$ 18,900.00	0	
10	Barricades, Signs, and Traffic Handling	1	LS	\$ 8,500.00	\$ 8,500.00		1	\$ 8,500.00	0	
<b>TOTALS</b>					<b>\$ 218,350.00</b>			<b>\$ 218,350.00</b>		<b>100.0%</b>

\* This Item is new or has been altered via change order.

**Overall: 100.0%**

Notice to Proceed: **01/06/25**  
 Current Contract Duration Days: 550  
 Final Completion: **07/09/26**  
 Period End Date: **03/12/26**  
 Days Remaining: 120

Original Contract Amount: \$ 5,422,110.00  
 Current Contract Amount: \$ 5,119,813.00  
 Completed To Date: \$ 5,119,813.00  
 Materials Stored: \$ -  
 Net Total: \$ 5,119,813.00  
 Retainage (10%): \$ -  
 Subtotal: \$ 5,119,813.00  
 Less Previous Payments: \$ 4,607,831.70  
 Amount Due This Application: \$ 511,981.30

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project Brenham Hurricane Harvey Drainage

Job No. 24-739 - App #11 Final

On receipt by the signer of this document of a check from City of Brenham (maker of check) in the sum of \$511,981.30 payable to Solid Bridge Construction (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Brenham (owner) located at 1010-1014 W Jefferson St, Brenham, TX 77833 (location) to the following extent: Brenham Hurricane Harvey Drainage (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Brenham (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

EXECUTED this 12th day of March, 2026.

Solid Bridge Construction

[name of company]

By: 

Name: Travis Hanus

Title: Vice President

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME by the said Travis Hanus on this the 12th day of March, 2026 to certify which witness my hand and official seal of office.



  
Notary Public, State of Texas



Strand Associates, Inc.®  
1906 Niebuhr Street  
Brenham, TX 77833  
(P) 979.836.7937  
www.strand.com

March 17, 2026

Mr. Dane Rau, Public Works Director  
City of Brenham  
200 West Vulcan Street  
Brenham, TX 77833

Mr. Travis Hanus, President  
Solid Bridge Construction, LLC  
3104 Interstate 45 South  
New Waverly, TX 77358

Re: Hurricane Harvey GLO CDBG-MIT Drainage & Flood Hazards  
GLO Contract No. 22-085-049-D303  
Contract No. 2022-03  
City of Brenham, Texas

Dear Dane and Travis,

In accordance with Item 24 of the General Conditions and based on the comments received by Strand Associates, Inc.® from City of Brenham on March 10, 2026, this letter is a Final Certificate of Substantial Completion for General Land Office Contract No. 22-085-049-D302 and Strand Contract No. 2022-03. This certificate includes by reference the Preliminary Certificate of Substantial Completion dated March 9, 2026, and the Punch List of Items to be Completed or Corrected that was enclosed with that certificate.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at March 3, 2026.

Should there be questions, please call 979-836-7937.

Sincerely,

STRAND ASSOCIATES, INC.®

Kelly M. Hajek, P.E.

Enclosures

c/enc: Matt Yentz, Strand Associates, Inc.®

TBPE No. F-8405  
TBPLS No. 10030000

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March 9, 2026

Mr. Dane Rau, Public Works Director  
City of Brenham  
200 West Vulcan Street  
Brenham, TX 77833

Re: Hurricane Harvey GLO CDBG-MIT Drainage & Flood Hazards  
GLO Contract No. 22-085-049-D302  
City of Brenham Project No. 2022-03  
City of Brenham, Texas

Dear Dane,

In accordance with Item 24 of the General Conditions, the above-referenced project was inspected on March 3, 2026.

Based on this inspection, we have included in this preliminary certificate a date of March 3, 2026, for Substantial Completion for the following portions of the project:

- Site 2–Burluson Low Water Crossing
- Site 5–Baylor Street
- Site 6–Commerce Street and Dark Street
- Site 8–Hogg Branch Jackson Street to Day Street
- Site 10–Tom Dee Street

A punch List of Items to be Completed or Corrected, which were noted during this inspection, is enclosed.

It is our recommendation that all the requirements of the Contract Documents be followed as to division of responsibilities between OWNER and CONTRACTOR, and it is not our intent to change any of these requirements through the following recommendations.

Contract Bonds and Insurance requirements are included in Article 6 of the General Conditions and Special Conditions. The Performance and Payment Bonds shall remain in effect at least until 1 year after the date when final payment becomes due.

As specified in the Special Conditions, CONTRACTOR shall continue to provide Contractor’s Liability Insurance for the complete project until final payment is made and during correction period when CONTRACTOR is completing its Contract obligations and include completed operations coverage for a period of 3 years after final payment.

Concerning site security, we recommend that OWNER be responsible for overall security of the site. OWNER shall allow CONTRACTOR reasonable access to complete work.

Concerning operation and maintenance, we recommend that OWNER be responsible for operation and routine maintenance of the facilities.

TBPE No. F-8405  
TBPLS No. 10030000

3900.257\DEG:edg\R\BRE\Documents\Specifications\Archive\2024\Brenham, City of\3900.257.2022-03.MAB(16) Specification Letters(f) Preliminary Certificate of Substantial Completion\PrelimSubComp.03092026.docx

Mr. Dane Rau, Public Works Director  
City of Brenham  
March 9, 2026

Concerning safety, we recommend that OWNER be responsible for safety of its work and operations and that CONTRACTOR be responsible for its work and operations. Occupational Safety and Health Act of 1970 and other federal and state requirements apply to both parties.

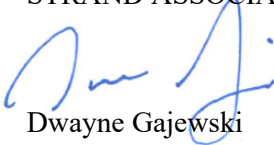
Contract correction period is included in Article 22 of the General Conditions. Beneficial occupancy or use by OWNER does not constitute acceptance.

Please note that OWNER has 7 days after receipt of this Preliminary Certificate of Substantial Completion during which to make written objection to ENGINEER as to any provisions of the certificate or list of work remaining.

Please call 979-836-7937 should there be any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Dwayne Gajewski

Enclosures

c/enc: Travis Hanus, Solid Bridge Construction, LLC  
Matt Yentz, Strand Associates, Inc.®



List of Items to be Completed or Corrected  
Hurricane Harvey GLO CDBG-MIT Drainage & Flood Hazards  
GLO Contract No. 22-085-049-D302  
City of Brenham Project No. 2022-03  
City of Brenham, Texas

Original List Date: March 3, 2026 Updated List Date: \_\_\_\_\_

A. Site 2–Burleson Low Water Crossing

1. Contact the property owner at 1551 Burleson Street to determine whether it prefers its driveway to be gravel, which is currently in place, or returned to grass as it was previously.
2. Clean the debris from the water valve covers and paint blue (two water valve covers).
3. Move the water valve marker to the new designated location for the water valve.
4. Remove the wooden lathes that remain from staking.
5. Remove the extra mailbox placed for Mr. Hugo.
6. Place hydromulch and sod at the project site.

B. Site 5–Baylor Street

1. Remove the wood expansion material and place a sealant at multiple project area locations.
2. Remove and repair the asphalt patch at German Street.
3. Grind the splashed concrete from the curb face in multiple project area locations.

C. Site 6–Commerce Street and Dark Street

1. Clean all project area storm sewer inlets and junction box to remove dirt and debris.
2. Grout the lifting eye on the throat inlet inside of the Woodson Lumber Company easement.

D. Site 8–Hogg Branch Jackson Street to Day Street

1. Remove the wooden form boards along the southern top of slope and place good fill dirt in its place.
2. Place a sealant in areas of cracked concrete.

E. Site 10–Tom Dee Street

1. Remove the curb on East Tom Green Street that was placed on top of the storm sewer inlet lid and repour the concrete around the lid.

c: Matt Yentz, Strand Associates, Inc.®

## CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

City/County : City of Brenham

CDBG-MIT No: 22-085-049-D302

Contractor: Solid Bridge Construction


Date: 3/12/2026

**BEFORE ME, THE UNDERSIGNED AUTHORITY**, on this day personally appeared Travis Hanus, who being duly sworn, on oath, says that he is a duly authorized representative of Solid Bridge Construction; Contractor, and that all terms of the Contract for the completion of certain public works described as HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS GLO CONTRACT NO. 22-085-049-D302 CITY OF BRENHAM PROJECT NO.: 2022-03; City/County of Brenham

\_\_\_\_\_, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.


FINAL PAYMENTS pending as of this date hereof are: None Pending x As Listed Below

Individual or Co. Name	Mailing Address	Amount Owed
<u>Solid Bridge Construction</u>	<u>3104 Interstate 45 South</u>	<u>\$ 511,981.30</u>
<u>New Waverly, TX 77358</u>	<u>936-435-0700</u>	<u>app #11 final</u>

  
 Signature  
 Travis Hanus, Vice President  
 Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the 12th day of March, 2026.

  
 Notary Public in and for Walker  
 County, Texas



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER   
Bond#108091520

PROJECT: Hurricane Harney GLO CDBG-MIT Drainage & Flood Hazards  
(name, address)

TO (Owner)

City of Brenham  
200 Vulcan St  
Brenham, TX 77833

ARCHITECT'S PROJECT NO:

CONTRACT FOR: GLO Contract No: 22-085-049-D302

CONTRACT DATE:

CONTRACTOR: Solid Bridge Construction

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the SURETY COMPANY, (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America,

on bond of CONTRACTOR, (here insert name and address of Contractor)

Solid Bridge Construction,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to OWNERS, (here insert name and address of Owner)

City of Brenham,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 12th day of March 2026.



Travelers Casualty and Surety Company of America  
Surety Company

*Tiffany Bice*  
Signature of Authorized Representative

Attorney-In-Fact, Tiffany Bice  
Title

Attest:  
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition





City Council Regular Meeting  
**AGENDA ITEM 13**

**Agenda Item:** Discuss and Possibly Act Upon Resolution No. R-26-015 Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program

**Meeting Date:** April 2, 2026

**Department:** Development Services

**Staff Contact:** Stephanie Doland, Director of Development Services

**SUMMARY STATEMENT:**

The City of Brenham is designated as a Main Street City by the Texas Historical Commission and is therefore eligible to receive funding through the Texas Community Development Block Grant (TxCDBG) Downtown Revitalization Program. The objective of the Downtown Revitalization/Main Street Program is to provide infrastructure improvements that address conditions contributing to deterioration within areas designated as slum or blighted in a community's downtown or Main Street district. All TxCDBG-funded infrastructure improvements must be located on public property within the designated Main Street area. Attached is a list of eligible improvements within the Downtown District that may qualify for funding through this program. These improvements are similar in scope to the recent South Park Street project, which included roadway reconstruction, sidewalks, lighting, streetscape enhancements, and park benches. Additional streets in need of similar investment include, but are not limited to, West First Street, Church Street, and South Baylor Street.

The program provides up to \$1,000,000.00 in funding, with a required local match of 5%, or \$50,000.00. The first phase of the application is due April 7, 2026. If the City is invited to submit a second-phase application, a formal procurement process will be initiated for engineering and grant administration services.

To move forward with the first phase, the City must adopt a resolution authorizing submission of the grant application and affirming the City of Brenham's commitment to provide the required local match. Staff is requesting Council approval of the proposed resolution to allow submission of the first-phase application.

**ATTACHMENTS:**

1. Resolution No. R-26-015
2. Community Needs Outline

**RECOMMENDATION:**

Approve Resolution No. R-26-015 authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the downtown revitalization program.

**RESOLUTION NO. R-26-015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM**

**WHEREAS**, the City Council of the City of Brenham, Texas ("City") aims to build a strong community by providing adequate housing, a suitable living environment and increased economic opportunities, primarily for individuals with low-to-moderate income; and

**WHEREAS**, it is necessary and in the best interests of the City of Brenham to apply for funding under the Texas Community Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.
2. That the City of Brenham requests to be considered for the Main Street Set-Aside program and commits to selecting a project in coordination with the Texas Historical Commission, consistent with the current Main Street Program documentation and meeting either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low-to Moderate-Income Persons.
3. 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, and civil rights requirements.
4. That the City of Brenham is committing to provide up to \$50,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.
5. That the City Council directs and designates the Mayor as the Authorized Representative to act in all matters in connection with this application, including but not limited to executing and providing all supporting documentation as may be required.

6. 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.

**RESOLVED** this 2nd day of April 2026.

---

Atwood C. Kenjura  
Mayor

**ATTEST:**

---

Jeana Bellinger, TRMC, CMC  
City Secretary

## COMMUNITY NEEDS: City of Brenham, Texas

	COMMUNITY NEEDS	ACTION TO ADDRESS NEED	HUD CODE
1	Residential Streets and Infrastructure are Deteriorated	Reconstruction of streets and storm sewer in the southern residential downtown neighborhoods (West First Street, Church Street and South Baylor Street)	03K
2	Sidewalks do not meet ADA and/or are not uniform	Construction or reconstruction of downtown sidewalks, pedestrian lighting and streetscape improvements in the central residential neighborhoods (West First Street, Church Street and South Baylor Street).	03L
3	Downtown District Streets and Infrastructure are Deteriorated	Reconstruction of streets and storm sewer in the central downtown district (Commerce Street, Saint Charles Street, Vulcan Street)	03K
4	Sidewalks do not meet ADA and/or are not uniform	Construction or reconstruction of downtown sidewalks, pedestrian lighting and streetscape improvements in the central downtown district (Commerce Street, Saint Charles Street, Vulcan Street).	03L
5	Redevelopment of service Alley into outdoor public amenity	Redevelopment of Austin Alley from a service alley into a public park improvement with lighting, landscaping and plaza.	03F
6	Relocation of aging utilities	Upgrade and relocate water and sewer improvements in support of the redevelopment of Austin Alley	03J
7	Residential Streets and Infrastructure are Deteriorated	Reconstruction of streets and storm sewer in the northern downtown district (North Park and North Baylor Street)	03K
8	Sidewalks do not meet ADA and/or are not uniform	Construction or reconstruction of downtown sidewalks, pedestrian lighting and streetscape improvements in the northern downtown district (North Park and North Baylor Street)	03L
9	Water lines and locations do not support fire safety improvements	Reconstruct and upgrade water lines downtown	03J
10	Sewer infrastructure is aging	Reconstruct and upgrade sewer lines downtown	03J
11	Inventory existing uses, zoning districts	Develop and Adopt Downtown Master Plan planning for 20-year future development of Downtown with an Implementation Plan	020



City Council Regular Meeting  
**AGENDA ITEM 15**

**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:** April 2, 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.



City Council Regular Meeting  
**AGENDA ITEM 16**

**Agenda Item:** Discuss and Possibly Act Upon the Appointment of an Interim City Manager and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** April 2, 2026

**Department:** Administration

**Staff Contact:** Jeana Bellinger, City Secretary

**SUMMARY STATEMENT:**

Due to the retirement of City Manager Carolyn Miller, the Council will appoint an Interim City Manager to serve until the new City Manager is appointed.

**ATTACHMENTS:**

None

**RECOMMENDATION:**

As discussed in Executive Session.