



**NOTICE OF A REGULAR MEETING  
THE BRENHAM CITY COUNCIL  
THURSDAY, MAY 7, 2026 AT 2:00 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 Pro Tem Clint Kolby**
- 3. Proclamations**
  - **Hermann Furniture 150 Years**
  - **Small Business Month**
  - **Municipal Clerks Week**
  - **National Peace Officers Memorial Week**
  - **National Travel and Tourism Week**
- 4. Special Recognition:**
  - **Suzanne Callaway, Animal Shelter Volunteer**
  - **Sergeant Terrence Johnson- Texas Police Chiefs Association Law Enforcement Command Officer Professional (LECOP)**
- 5. Service Recognition**
  - **Jerry Saldivar Jr. – Public Utilities — 5 years**
- 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 April 2, 2026 Regular City Council Meeting, the April 8, 2026 Special City Council Meeting, the April 16, 2026 Regular City Council Meeting and the April 27, 2026 Special City Council Meeting**

- 7.b. **Approve Ordinance No. O-26-007 on Its Second Reading Establishing New Speed Limits on Highway 36 South from 290 Feeder Road to Brenham City Limits**
- 7.c. **Approve Resolution No. R-26-016 Authorizing the Submission of a Grant Application to the U. S. Department of Transportation for the Safe Streets for All Grant Program**
- 7.d. **Approve Resolution No. R-26-017 Authorizing the Submission of a Grant Application to the State of Texas Motor Vehicle Crime Prevention Authority for the FY2027 Catalytic Converter Theft Prevention Grant**

**PUBLIC HEARING**

- 8. **Public Hearing and Discussion to Consider Amendments to the City of Brenham Code of Ordinances as Follows:**
  - **Chapter 6, Buildings and Structures, Article VI, International Plumbing Code, Section 6-61:1, Same-Plumbing Code Local Amendments to Add Section (12), Car Washes, to Define Additional Requirements and Restrictions Related to Car Washes Within the City Limits of the City of Brenham, Texas; and**
  - **Appendix A, Zoning, Part II, Division 2, District Regulations, Sections 4.02 and 4.03, Amending the Use of a Automobile (Car) Wash as a Use Allowed Only with Prior Approval of A Specific Use Permit; and**
  - **Appendix A, Zoning, Part I, General Provisions, Section 5.02, Definitions, to Add a Definition for Data Center Uses; and**
  - **Appendix A, Zoning, Part II, Division 2, District Regulations, Section 7, Specific Uses, to Add Section 7.03(1) Requiring that Data Centers be Permitted Only in Zoning District I, Industrial District, Through a Specific Use Permit**

**REGULAR SESSION**

- 9. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, of the City of Brenham Code of Ordinances to Amend Article VI, International Plumbing Code, Section 6-61.1, Same-Plumbing Code Local Amendments to Add Section (12), Car Washes, to Define Additional Requirements and Restrictions Related to Car Washes and Amending Appendix A - "Zoning" of the Code of Ordinances by Amending Part II, Division 2, District Regulations, Sections 4.02 and 4.03, Amending the Use of an Automobile (Car) Wash as a Use Allowed Only with Prior Approval of A Specific Use Permit Within the City Limits of the City of Brenham, Texas**
- 10. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A — "Zoning" of the Code of Ordinances by Amending Part I, General Provisions, Section 5.02, Definitions, to Add a Definition for Data Center Uses; and Amending Part II, Division 2, District Regulations, Section 7, Specific Uses, to Add Section 7.03(1) Adding the Use of a Data Center to the List of Uses Allowed With Prior Approval of a Specific Use Permit within the Industrial District and to Define Additional Requirements and Restrictions Related to Data Centers Within the City Limits of the City of Brenham**
- 11. **Discuss and Possibly Act Upon RFP No. 26-001 Related to Wrecker and Towing Services for the City of Brenham and Authorize the Mayor to Execute Any Necessary**

## Documentation

12. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and M2L Associates Inc Related to the Brenham Family Park Playground/Amenities Project and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Discuss and Possibly Act Upon RFP No. 26-003 Regarding Alcohol and Concession Services for The Barnhill Center and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for City of Brenham Water Utility Services**
15. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and EMPACT Engineering, LLC for Engineering Services Related to the Long-Term Fiber Study and Authorize the Mayor to Execute Any Necessary Documentation**
16. **Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham, the Texas Division of Emergency Management, and the Texas Emergency Management Assistance Teams Related to Responsibilities and Procedures for Emergency Activities and Authorize the Mayor to Execute Any Necessary Documentation**
17. **Discuss and Possibly Act Upon the Issuance of a Purchase Order to Blackmon Mooring for Construction-Related Services Performed at 506 South Austin Street, Brenham, Texas Due to a Building Fire on October 29, 2025 and Authorize the Mayor to Execute Any Necessary Documentation**
18. **Administrative/Elected Officials Report**

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

## EXECUTIVE SESSION

19. **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**
20. **Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues**

## RE-OPEN REGULAR AGENDA

## 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, May 7, 2026 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday May 1, 2026 at 4:30 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,** Hermann Furniture, founded in 1876, has proudly served the citizens of Brenham, and the surrounding communities for 150 years; and

**WHEREAS,** through generations of dedicated ownership and leadership, Hermann Furniture has remained a cornerstone of local commerce, providing quality furnishings and exceptional service to countless families; and

**WHEREAS,** Hermann Furniture has built a reputation for offering fine furnishings that combine craftsmanship, comfort, and timeless style, filling homes across the region; and

**WHEREAS,** they have demonstrated a steady commitment to integrity, hard work, and community values, contributing to the economic vitality and heritage of Brenham; and

**WHEREAS,** Hermann Furniture represents the spirit of family-owned businesses that form the backbone of our community, creating jobs, supporting local initiatives, and fostering lasting relationships; and

**WHEREAS,** this remarkable milestone of 150 years is a testament to resilience, innovation, and the loyalty of customers who have supported the business across generations. We are proud to have you in Brenham, Texas; and

**NOW, THEREFORE, I,** Atwood Kenjura, Mayor of the City of Brenham, do hereby proclaim Thursday, May 7, 2026, as:

## Hermann Furniture's 150<sup>th</sup> Anniversary



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Atwood Kenjura  
Mayor

## *Proclamation*

**WHEREAS**, the City of Brenham recognizes that small businesses are the backbone of our local economy, contributing to job creation, innovation, and the unique character that defines our community; and

**WHEREAS**, Brenham's small businesses - from our historic downtown merchants and local restaurants to our service providers, makers, and entrepreneurs - play a vital role in preserving our heritage while driving forward-looking economic growth; and

**WHEREAS**, these businesses not only provide essential goods and services, but also invest in our community through local partnerships, sponsorships, and civic engagement, strengthening the quality of life for all residents; and

**WHEREAS**, Brenham's strategic focus on targeted industry growth, entrepreneurship, and business retention reflects our commitment to fostering a thriving and resilient local economy; and

**WHEREAS**, initiatives that support small business development—through networking, education, mentorship, and community collaboration—help ensure that entrepreneurs and business owners have the resources they need to succeed and grow; and

**WHEREAS**, the City of Brenham takes pride in being a community where small businesses are welcomed, supported, and celebrated as essential contributors to our identity and prosperity;

**WHEREAS**, the City Council encourages all residents to recognize the significant contributions of small businesses and to support them by shopping local, dining local, and engaging with the entrepreneurs who help make Brenham a vibrant and thriving community

**NOW, THEREFORE**, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim the month of May 2026 as

### **SMALL BUSINESS MONTH**



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Atwood C. Kenjura  
Mayor

## *Proclamation*

**WHEREAS**, the profession of municipal clerks is essential to the effective functioning of local government in Texas, ensuring transparency, accountability, and the smooth operation of municipal services; and

**WHEREAS**, the office of municipal clerk is the oldest public servant; being codified into Texas law in 1879; and

**WHEREAS**, Texas Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality while serving as the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, Texas municipal clerks serve as the official record-keepers, managing vital documents, conducting municipal elections, providing legislative support, and ensuring compliance with laws and regulations in cities across Texas; and

**WHEREAS**, municipal clerks demonstrate exceptional dedication, professionalism, and integrity in their work, often going above and beyond to serve their communities and facilitate the effective governance of local governments; and

**WHEREAS**, the Texas Municipal Clerks Association (TMCA) represents more than 1,100 municipal clerks who contribute significantly to the success and efficiency of local government throughout the state of Texas; and

**WHEREAS**, Municipal Clerks Week provides an opportunity to recognize and celebrate the invaluable work of municipal clerks, acknowledge their vital contributions to public service, and highlight the important role they play in the day-to-day operations of our cities; and

**WHEREAS**, it is fitting that the City of Brenham take this opportunity to honor our City Secretary and her staff for their dedication, knowledge, and tireless service to the citizens of Brenham

**NOW, THEREFORE**, I, Atwood C Kenjura, Mayor of the City of Brenham and do hereby proclaim May 3-9, 2026 as:

### **Municipal Clerks Week**



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Atwood C. Kenjura  
Mayor

# PROCLAMATION

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Brenham Police Department; and

**WHEREAS**, since the first recorded death in 1786, more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS**, in 2025 there were 109 line of duty deaths of police officers nationwide, with 7 of those deaths occurring in the state of Texas; and

**WHEREAS**, May 15 is designated as National Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

**WHEREAS**, all citizens are urged to make every effort to express heartfelt appreciation to the men and women who risk their lives daily to guard each of us against evildoers;

**NOW, THEREFORE, I**, Mayor Atwood C. Kenjura of the City of Brenham, do hereby proclaim the week of May 11-16, 2026 as:

## NATIONAL PEACE OFFICERS MEMORIAL WEEK



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Atwood C. Kenjura  
Mayor

## *Proclamation*

**WHEREAS**, Travel and tourism influence business productivity; and

**WHEREAS**, Travel and tourism activities generate a positive local economic impact;  
and

**WHEREAS**, Direct travel spending for Brenham in 2025 totaled \$79.9M; and

**WHEREAS**, Travel and tourism activities generated 590 jobs for the area; and

**WHEREAS**, Travel and tourism industry earnings for Brenham in 2025 totaled \$19M;  
and

**WHEREAS**, Local tax receipts generated by travel spending for Brenham in 2025  
totaled \$1.67M; and

**WHEREAS**, The Visit Brenham and the Tourism Advisory Board urge all citizens to  
observe this week by celebrating the visitors who spend time and money  
in Brenham;

**NOW, THEREFORE I**, Atwood Kenjura, Mayor of the City of Brenham, do  
hereby proclaim the week of May 3-9, 2026 as

## **NATIONAL TRAVEL AND TOURISM WEEK**



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Atwood C. Kenjura  
Mayor

## **Brenham City Council Minutes**

A Regular Meeting of the Brenham City Council was held on Thursday, April 2, 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 Bisette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Shauna Laauwe, David Cella, Kelvin Raven, Kevin Boggus, Morgan Patton, Megan Gray, Karen Stack, Gabriela Trejo, Joanne Hynes, Carrie Derkowski, Stephen Draehn

### Citizens/Others Present:

Carol Collins, Linda Thomas, Steve Sefcik, Ann McCulloch, DeWayne Mortenson

### 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 - 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**

Carol Collins presented a \$20,000.00 donation to the City of Brenham Animal Services. Jensen recognized Megan Gray and the Animal Service staff for all of their hard work.

#### **6. Citizen Comments**

Dr. Tina Henderson of Prairie View A&M University addressed the City Council. Henderson stated she wanted to reintroduce herself to the community. Henderson stated that she is the new Community Economic Development Extension Agent through Prairie View A&M University.

#### **CONSENT AGENDA**

#### **7. Statutory Consent 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**

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

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

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

**No:** None

**Absent:** None

**REGULAR SESSION**

**8. Discuss and Possibly Act Upon 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**

Julie Flagg, Chief Financial Officer, presented this item. Flagg advised that 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. Flagg advised that the notice was published for two consecutive weeks in the local newspaper and has been posted continuously on the City's website for at least forty-five days.

Flagg stated that 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.

Flagg introduced the City's financial advisor, Jennifer Ritter, of Specialized Public Finance, who advised that (11) eleven bids were received with Robert W. Baird and Co., INC coming with the lowest interest rate of 4.169338%.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to 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.

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

- Yes:** Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Soman, Councilmember Wright
- No:** None
- Absent:** None

**9. Discuss and Possibly Act Upon 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**

William Bissette, General Manager of Public Utilities, presented this item. Bissette explained that the City 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 to 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.

A motion was made by Councilmember Soman and seconded by Councilmember Cook to 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.

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

- Yes:** Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Soman, Councilmember Wright
- No:** None
- Absent:** None

**10. Discuss and Possibly Act Upon 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**

Dane Rau, Director of Public Works, presented this item. Rau stated that in 2025-26 Budget, BCDC granted \$275,000.00 to upgrade the field lights at both Finke and Korthaurer fields located at Henderson Park. Rau explained that Council on October 2, 2025, awarded a contract to Techline Sports Field Lighting, LLC in the amount of \$268,975.00.

Rau explained that 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.

A motion was made by Councilmember LaRoche and seconded by Councilmember Wright to 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.

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

- Yes:** Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Soman, Councilmember Wright
- No:** None
- Absent:** None

**11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Establishing New Speed Limits on Highway 36 South from 290 Feeder Road**

## to Brenham City Limits

Dane Rau, Director of Public Works, presented this item. Rau stated that 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. Rau stated that staff has 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. Rau advised that TXDOT performed a traffic study and has recommended that the City lower the speed limits as follows:

- Hwy. 36 South, for traffic moving in a southerly direction, from 50 mph to 40 mph from the 290 feeder to approximately 0.525 miles out.
- Hwy. 36 South, for traffic moving in a northerly direction for 0.943 miles from the southern city limits will be 55 mph. For the 0.525 miles closest to the Hwy 290 intersection, the speed limit would be 40 mph.

Rau stated that TXDOT's recommendation are contained in the Ordinance being presented for first reading. TXDOT will be performing a traffic analysis on the south side of 36 once the sidewalk project is completed.

A motion was made by Councilmember Soman and seconded by Councilmember Saunders to approve an Ordinance on its first reading establishing new speed limits on Highway 36 South from 290 Feeder Road to Brenham City limits.

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 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**

Dane Rau, Director of Public Works, presented this item. Rau advised that Hurricane Harvey Projects are coming to a close. 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)

Rau stated that the City is received a deductive change order from the in the amount of \$459,280.00, which brings the total construction costs to \$5,119,813.00. All sites have been approved by Strand Engineering, the Contractor and City Staff. A 1-year warranty is also included for and will address any issues that may arise.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to 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.

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-26-015 Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program**

Stephanie Doland, Director of Development Services, presented this item. Doland stated that 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.

Doland Stated that 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.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to 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.

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  
None

#### **14. Administrative/Elected Officials Report**

- Mayor Atwood C Kenjura congratulated Rick Oldnette on volunteering to join the Police Citizen Advisory Board.

City Council adjourned into Executive Session at 2:08 p.m.

#### **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**

Executive Session adjourned at 3:42 p.m.

#### **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**

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to appoint Megan Mainer as Interim City Manager.

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

## ADJOURN

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Atwood C. Kenjura  
Mayor

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Jeana Bellinger, TRMC, CMC  
City Secretary

Draft

## **Brenham City Council Minutes**

A Special Meeting of the Brenham City Council was held on Wednesday, April 8, 2026 beginning at 8:30 AM 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 and Director of HR & Risk Management Susan Nienstedt

### Citizens/Others Present:

Darreck Ferrell, Bush School of Government at Texas A&M University

### Media Present:

None

## **1. Call Meeting to Order**

City Council adjourned into Executive Session at 8:31 a.m.

## **EXECUTIVE SESSION**

## **2. Section 551.074, Texas Government Code, Personnel Matters - Discussion Regarding the Evaluation and Interviews of Candidates for the Position of City Manager, and Associated Matters**

Executive Session adjourned at 10:44 a.m.

## **ADJOURN**

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Atwood C. Kenjura  
Mayor

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Jeana Bellinger, TRMC, CMC  
City Secretary

Draft

## **Brenham City Council Minutes**

A Regular Meeting of the Brenham City Council was held on Thursday, April 16, 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:

Interim City Manager Megan Mainer, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Gary Boshears, David Cella, Gabriela Trejo

### Citizens/Others Present:

None

### 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 - City Attorney Cary Bovey**
- 3. Citizen Comments**

No citizen comments were heard.

## CONSENT AGENDA

### 4. Statutory Consent Agenda

#### 4.a. Approve the Minutes from the March 30, 2026 Special City Council Meeting

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the minutes from the March 30, 2026, Special City Council meeting.

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

### 5. Department Update: Airport and Engineering

Megan Mainer, Interim City Manager, presented this item and provided the City Council with an update on the Brenham Municipal Airport operations and engineering projects.

## REGULAR SESSION

### 6. Discuss and Possibly Act Upon the Award of Bid No. 26-005 Related to Vegetation Management Services and Authorize the Mayor to Execute Any Necessary Documentation

Jared Beckendorf, Utility Project and Warehouse Manager, presented this item. Beckendorf stated that the Public Utilities Department is seeking approval to enter into an agreement for tree trimming and vegetation management services. The scope of work consists of trimming and removing trees and other vegetation as necessary to maintain proper clearance for distribution power lines within the established right-of-way.

Beckendorf advised that on March 3, 2026, the City opened bids for vegetation

management services. A total of five bids were received, ranging from \$226,814.32 to \$483,000.00 and Vegetation Management Services, Inc. submitting the lowest bid.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award Bid No. 26-005 related to vegetation management services to Vegetation Management Services in the amount of \$148,120.02 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

**7. Discuss and Possibly Act Upon the Appointment of Members to Serve on the Brenham Community Projects Fund Board of Directors and Authorize the Mayor to Execute Any Necessary Documentation**

Jeana Bellinger, City Secretary, presented this item. Bellinger stated in 2016, the City Council formed the Brenham Community Projects Fund, Inc. (BCPF) to provide a process for the City to receive, accept, hold, invest, reinvest or administer gifts, grants or bequests of money or property of any sort or nature to be used to actively promote community projects or programs that preserve, foster and enhance the economic and social well-being of the community. The BCPF was approved by the Internal Revenue Service as a non-profit 501(c)(3) public charity in January, 2017.

Bellinger stated that the bylaws of the BCPF require that the City Council appoint a Board of Directors to oversee all the activities of the BCPF as permitted by statutes, or outlined in their Certificate of Formation or bylaws. The Board of Directors shall consist of no less than three (3) members, and they will be appointed to staggered two-year terms.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to appoint the following members to serve on the Brenham Community Projects Fund Board of Directors and authorize the Mayor to execute any necessary documentation:

- President: Mayor Kenjura (term expired in 2025)
- Vice President: Mayor Pro Tem Kolby (term expires in 2026)
- Treasurer: Councilmember Saunders (term expires in 2026)

- Secretary/Asst. Treasurer: Interim City Manager Megan Mainer
- Asst. Secretary: Jeana Bellinger

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

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

**No:** None

**Absent:** None

#### 8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY2025-26 Adopted Budget

Julie Flagg, Chief Financial Officer, presented this item. Flagg stated that the Finance Department is recommending the following budget amendment to reflect budget items moved from FY2024-25 to FY2025-26, donations received, funding for Brenham Family Park Phase I, and other expenditures not included in the FY2025-26 Adopted Budget.

Flagg explained the following:

- **Fund 236 Capital/Non Routine Fund:** Net decrease to budgeted fund balance of \$277,956. Increase in total expenditures of \$277,956.
- **Fund 109 Hotel/Motel Fund:** Net increase to budgeted fund balance of \$44,920. Elimination of a budgeted Transfer Out of \$125,000 to the Donations Fund.
- **Fund 232 Donations Fund:** Elimination of a budgeted Transfer In of \$125,000 from the Hotel/Motel Fund.
- **Fund 234 Parks Capital Improvement Fund:** Net increase to the budgeted fund balance of \$1,600,000.
- **Fund 260 Brenham Community Projects Fund:** No change to the budgeted fund balance.
- **Fund 252 BCDC Capital Projects Fund:** No change to the budgeted fund balance.
- **Fund 102 Electric Fund:** Net decrease to budgeted fund balance of \$258,500.
- **Fund 103 Gas Fund:** Net decrease to budgeted fund balance of \$120,247.
- **Fund 104 Water Fund:** Net decrease to budgeted fund balance of \$228,652.
- **Fund 105 Wastewater Fund:** Net decrease to budgeted fund balance of \$271,252.

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading amending the City of Brenham's FY2025-26 adopted budget.

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

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

**No:** None

**Absent:** None

## **9. Administrative/Elected Officials Report**

Interim City Manager, Megan Mainer, reported the following:

- The next City Council meeting will be on Thursday, May 7th; however, the start time will be delayed to 2:00 p.m. due to the Brenham Police Department's 100th Anniversary Celebration that day from 11:00 to 1:30 at the Washington County Expo.

City Council adjourned into Executive Session at 1:44 p.m.

## **EXECUTIVE SESSION**

**10. Section 551.086, Texas Government Code, Utility Competitive Matters - Discuss and Consider the Amendment of the Wholesale Power Agreement with the Lower Colorado River Authority**

**11. Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues**

Executive Session adjourned at 3:34 p.m.

## **RE-OPEN REGULAR AGENDA**

## **ADJOURN**

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Atwood C. Kenjura  
Mayor

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Jeana Bellinger, TRMC, CMC  
City Secretary

Draft

## Brenham City Council Minutes

A Special Meeting of the Brenham City Council was held on Monday, April 27, 2026 beginning at 9:00 AM 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:

Assistant City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger and Director of HR & Risk Management Susan Nienstedt

### Citizens/Others Present:

None

### Media Present:

None

## **1. Call Meeting to Order**

City Council adjourned into Executive Session at 9:02 a.m.

## **EXECUTIVE SESSION**

## **2. Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues**

Executive Session adjourned at 10:31 a.m.

## **ADJOURN**

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Atwood C. Kenjura  
Mayor

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Jeana Bellinger, TRMC, CMC  
City Secretary

DRAFT

**ORDINANCE NO. O-26-007**

**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 northernly 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 2nd day of April 2026.

**PASSED AND APPROVED**, on its second reading on the 7th day of May 2026.

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

**Approved as to form:**

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

**ATTEST:**

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



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

**Agenda Item:** Approve Resolution No. R-26-016 Authorizing the Submission of a Grant Application to the U. S. Department of Transportation for the Safe Streets for All Grant Program

**Meeting Date:** May 7, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

The City receives federal assistance from TxDOT and, as a condition of receiving these funds—and as a Title II government agency—the City must comply with the requirements of Title II of the 1990 Americans with Disabilities Act (ADA). In April 2024, the Council adopted the City’s non-discrimination policy, established a formal complaint process, and designated an ADA Coordinator to process grievances. City staff continue to make steady progress in meeting the ongoing requirements of Title II. The Act also requires the City to complete a formal Self-Evaluation and ADA Transition Plan to ensure that all City of Brenham facilities—including buildings, parks, roadways, sidewalks, the City website, public documents, and other public assets—are accessible and compliant with ADA standards.

As part of the annual budget and capital improvement planning process, staff obtained bids to complete the ADA Self-Evaluation and Transition Plan. The total cost of the plan is estimated at approximately \$350,000.00. In parallel with this effort, staff also evaluated the need for a citywide, comprehensive Safety and Multi-Modal Plan. These plans are identified as Strategic Action Priorities #8 and #17 in the City of Brenham Comprehensive Plan, *Plan 2040*, which emphasize enhancing bicycle and pedestrian connectivity—particularly to schools, parks, downtown, and other key activity nodes. The Safety and Multi-Modal Plan is anticipated to cost approximately \$120,000.00.

During research into potential funding mechanisms for the federally required ADA Transition Plan, staff identified the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) grant program as a viable opportunity. SS4A was established under the Bipartisan Infrastructure Law to support local initiatives aimed at preventing roadway fatalities and serious injuries. The program funds both Action Plans (such as safety, multimodal, and ADA-related planning efforts) and Implementation Projects. SS4A is entering its final program year, with applications currently open and due by May 26, 2026. The program requires a 20% local match, and applications must include a Council resolution confirming that matching funds are available.

Staff reviewed the 2025 SS4A grant recipients and found that 45 local governments in Texas received awards. All successful applicants included a Safety Action Plan in their submissions, and many also received funding to complete ADA Transition Plans in conjunction with broader safety and multimodal planning efforts. To strengthen the City’s application, staff has retained CCM Advisers, LLC to collect required data and prepare a draft application. CCM Advisers has successfully secured SS4A funding for the City of Angleton and the City of Jersey Village.

Included for Council consideration is a Resolution of Support authorizing staff to apply for the SS4A grant and certifying that a local match of \$100,000.00 is available. The total grant request is \$500,000.00, consisting of \$350,000.00 for the ADA Transition Plan, \$120,000.00 for the Multi-Modal Safety Plan, and \$30,000.00 for grant administration and engineering services. If the City of Brenham is awarded the grant, the first step will be to conduct a formal procurement process for grant administration and engineering services. The proposed \$100,000.00 local match would be programmed into the FY27 and FY28 budget years.

**ATTACHMENTS:**

1. Resolution No. R-26-016

**RECOMMENDATION:**

Approve Resolution No. R-26-016 authorizing the submission of a grant application to the U. S. Department of Transportation for the Safe Streets for All Grant Program.

**RESOLUTION NO. R-26-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF PARTICIPATING IN THE SAFE STREETS FOR ALL GRANT PROGRAM; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE COST SHARE REQUIRED IS READILY AVAILABLE; AND AUTHORIZING THE CITY MANAGER 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”) is committed to improving roadway safety and reducing traffic-related fatalities and serious injuries; and

**WHEREAS**, the Safe Streets For All (SS4A) Program (“Program”) provides funding opportunities to develop and implement comprehensive safety action plans aimed at creating safer streets for all road users; and

**WHEREAS**, the City of Brenham seeks to apply for a SS4A grant to develop a Comprehensive Safety Action Plan and to complete supplemental planning activities, including an Americans with Disabilities Act (ADA) Transition Plan and a Multimodal Mobility Plan covering the City of Brenham. The Plan will address critical safety issues, engage stakeholders, and implement innovative, low-cost strategies to enhance roadway, sidewalk and trail safety; and

**WHEREAS**, the grant is estimated at a total cost of \$500,000.00 and requires a commitment to a cost share of twenty percent (20%) of the total project cost; and

**WHEREAS**, the City of Brenham is prepared to meet the cost share requirement and abide by all terms and conditions set forth in the SS4A grant program.

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

1. The City hereby certifies that it is eligible to receive assistance under the Program.
2. The City Council authorizes the submission of a grant application for the Safe Streets For All Program to develop a Safety Action and ADA Transition Plan.
3. The City certifies the twenty percent (20%) cost share of the total project cost, as required by the grant application, is readily available at this time.

4. That the City Council directs and designates the City Manager as the Authorized Representative to act in all matters in connection with this application and to execute all necessary documents to effectuate this application and any resulting grant agreement on behalf of the City.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements.

**RESOLVED** this 7th day of May, 2026.

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Atwood C. Kenjura  
Mayor

**ATTEST:**

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Jeana Bellinger, TRMC, CMC  
City Secretary



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

**Agenda Item:** Approve Resolution No. R-26-017 Authorizing the Submission of a Grant Application to the State of Texas Motor Vehicle Crime Prevention Authority for the FY2027 Catalytic Converter Theft Prevention Grant

**Meeting Date:** May 7, 2026

**Department:** Police

**Staff Contact:** Steven Eilert, Police Lieutenant

**SUMMARY STATEMENT:**

The Police Department is seeking the City Council's approval to apply for grant funding from the Texas Motor Vehicle Crime Prevention Authority (MVCPA). Our grant application includes funding for one year of a Drone as a First Responder (DFR) Program and one year of funding for six Automated License Plate Reader (ALPR) cameras. This grant program is recurring in nature, and if awarded funding this cycle, the City may be eligible to apply for continued funding in subsequent years. The MVCPA Catalytic Converter Theft Prevention Grant Program is designed to support law enforcement strategies that reduce motor vehicle crime, including catalytic converter theft, including catalytic converters attached to vehicles, through enforcement, technology, and interagency collaboration. Eligible activities include the deployment of technology and equipment that enhances the detection, deterrence, and investigation of vehicle-related crimes, making both the DFR and ALPR programs well aligned with the intent of the grant.

This project directly supports the City's and Police Department's strategic priorities by enhancing community safety through proactive, technology-driven policing. The proposed DFR program will improve response times and situational awareness by allowing officers to remotely assess incidents prior to arrival, increasing both officer safety and operational effectiveness. The deployment of ALPR cameras will provide real-time alerts on stolen vehicles and vehicles associated with criminal activity, while also supporting investigative efforts through historical data analysis. Together, these tools will strengthen the Department's ability to conduct responsibly aggressive enforcement and targeted crime reduction while maintaining a strong commitment to transparency and community trust.

The Police Department recognizes that the use of emerging technologies requires a deliberate and transparent approach. Comprehensive policies will be in place governing the use of both the DFR and ALPR systems, ensuring compliance with state law and establishing best practices related to data collection, retention, and authorized use. Access to system data will be restricted and subject to audit to ensure accountability. Additionally, the Department will work with system vendors to implement public-facing transparency portals, allowing the community to better understand how these technologies are deployed and reinforcing the Department's commitment to openness and trust.

The total project cost is estimated at \$97,999.00, with the grant expected to fund approximately 80 percent of eligible expenses and requiring a 20 percent local match. The required local match amount is estimated at \$19,599.80, which will be funded through the Police Department's budget or other eligible funding sources. There is no obligation to accept the grant if it is awarded. Should the City be selected for funding, the Police Department will return to City Council for formal approval to accept the

grant award and to approve any necessary budget amendments.

If awarded, this project will enhance the Department's ability to respond to and investigate motor vehicle-related crimes, improve patrol efficiency, and strengthen coordination with regional law enforcement partners. The program also supports data-driven policing strategies by enabling more effective identification of crime patterns and targeted deployment of resources.

**ATTACHMENTS:**

1. Resolution No. R-26-017

**RECOMMENDATION:**

Approve Resolution No. R-26-017 authorizing the submission of a grant application to the State of Texas Motor Vehicle Crime Prevention Authority for the FY2027 Catalytic Converter Theft Prevention Grant.

**RESOLUTION NO. R-26-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE FY2027 CATALYTIC CONVERTER THEFT PREVENTION GRANT**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the State of Texas Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic assistance in fighting motor vehicle theft, including catalytic converter theft; and

**WHEREAS**, the Brenham Police Department desires to reduce theft of catalytic converters through detection, deterrence, and investigations; and

**WHEREAS**, technology such as the Drone as First Responder Program and Automated License Plate Readers are useful in the Police Department’s fight against catalytic converter theft; and

**WHEREAS**, Council finds that the Police Department should submit an application for the FY2027 Catalytic Converter Theft Prevention Grant Program to assist with funding this technology; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Brenham, Texas that:

1. That the City Council hereby authorizes the Brenham Police Department to submit a grant application for the Motor Vehicle Crime Prevention Authority Grant Program.
2. The City Council designates the Mayor as the Authorized Official with authority to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant on behalf of the City of Brenham and the Brenham Police Department.
3. The City Council designates the Brenham Police Department Administrative Lieutenant as the Program Director and the City of Brenham Finance Director is designated as the Financial Officer for this grant.
4. That the City Council agrees to provide required matching funds.

5. That in the event of loss or misuse of the grant funds, the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

**PASSED AND APPROVED** on this the 7<sup>th</sup> day of May, 2026.

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Atwood C. Kenjura  
Mayor

**ATTEST:**

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Jeana Bellinger, TRMC, CMC  
City Secretary



City Council Regular Meeting  
**AGENDA ITEM 8**

**Agenda Item:** Public Hearing and Discussion to Consider Amendments to the City of Brenham Code of Ordinances as Follows:

- **Chapter 6, Buildings and Structures, Article VI, International Plumbing Code, Section 6-61:1, Same-Plumbing Code Local Amendments to Add Section (12), Car Washes, to Define Additional Requirements and Restrictions Related to Car Washes Within the City Limits of the City of Brenham, Texas; and**
- **Appendix A, Zoning, Part II, Division 2, District Regulations, Sections 4.02 and 4.03, Amending the Use of a Automobile (Car) Wash as a Use Allowed Only with Prior Approval of A Specific Use Permit; and**
- **Appendix A, Zoning, Part I, General Provisions, Section 5.02, Definitions, to Add a Definition for Data Center Uses; and**
- **Appendix A, Zoning, Part II, Division 2, District Regulations, Section 7, Specific Uses, to Add Section 7.03(1) Requiring that Data Centers be Permitted Only in Zoning District I, Industrial District, Through a Specific Use Permit**

**Meeting Date:** May 7, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

During the February 23, 2026 P&Z Commission and March 5, 2026 Council meetings a workshop session was held to consider possible amendments to the Brenham Code of Ordinances relating to Car Washes and Data Centers. Overall, feedback supported moving forward with additional development standards for these uses, particularly due to their potential to be high consumers of the City's water utility.

On April 27, 2026, the Planning and Zoning Commission met and reviewed an updated set of proposed text amendments that incorporated feedback from citizens, the Commission, and the Council. The attached Staff Report provides a detailed description of the amendments presented to the Commission.

Staff received written comments from the owner of the IQ Car Wash on North Park Street, who additionally owns the vacant lot located across from Chick-fil-A at the east corner of the US 290 Feeder Road and Ryan Street. Mr. Alex Little's correspondence, included as an attachment, outlines his intention to construct a new car wash on that vacant property.

During the April meeting, the Planning and Zoning Commission unanimously supported staff's recommendation to adopt additional standards for car washes. However, the Commission did not

support establishing minimum separation distances between car washes. Instead, the Commission recommended revising the zoning ordinance to require that car washes be permitted in commercial zoning districts (B-1 Local Business Mixed Use and B-2 Commercial Research and Technology District) only with prior approval of a Specific Use Permit. The Commission recommended that the proposed car wash across from Chick-fil-A be grandfathered due to the applicant's plans to install a private water well. Lastly, the Commission unanimously voted to uphold the staff recommendation regarding data centers. Specifically, the Commission supported defining "Data Center" as a use within the zoning ordinance and allowing it only with prior approval of a Specific Use Permit in the Industrial (I) Zoning District.

As a companion item to this Public Hearing, please refer to Agenda Item 9 and 10 on the regular agenda, where Council may take action on the proposed ordinances to amending Chapter 6 and Appendix A - Zoning of the Brenham Code of Ordinances.

**ATTACHMENTS:**

1. Staff Report: Standards for Car Washes and Data Centers
2. Alex Little Written Comments Re Car Wash Text Amendments

**RECOMMENDATION:**

Public Hearing only - no action will be taken.



**CASE NUMBER: TEXT AMEND-26-0001**  
**TEXT AMENDMENTS TO CODE OF ORDINANCES CHAPTER 6, BUILDING AND STRUCTURES AND APPENDIX A - ZONING**

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The City of Brenham initiated this request to amend the City of Brenham’s Code of Ordinances, Chapter 6, Buildings and Structures and Appendix A - Zoning as follows:

- Amending Chapter 6: Buildings and Structures, Section 6-61:1 Plumbing Code Local Amendments to add section (12) Car Washes; and to define additional requirements and restrictions related to car washes; and
- Amending Appendix A: Zoning, Part I, Section 5.02, adopting a definition for Data Center uses; and
- Amending Appendix A: Zoning, Part II, Division 2, Section 7.02, adding the use of a Data Center to the list of uses allowed with prior approval of a Specific Use Permit within the I, Industrial District and to define additional requirements and restrictions related to Data Centers.

**BACKGROUND:**

During the February 23, 2026 Planning and Zoning Commission meeting, a workshop session was held to gather feedback on proposed text amendments to the Brenham Code of Ordinances. The proposed amendments included clarifying minimum lot size requirements for multi-family development, revising buffer-yard standards, adding new standards for car washes, and adopting a definition and related standards for data centers.

At the March 5, 2026 Council meeting, staff also presented the proposed amendments related to car washes and data centers. Overall, Commissioners and Councilmembers expressed support for adopting additional standards for car washes and data centers, with a primary focus on protecting the City of Brenham’s water supply, recognizing that both uses can be significant water consumers.

Feedback received included considering limits on additional car washes due to the recent surge in new construction, as well as continuing to evaluate how updated car wash standards may affect existing businesses. Staff also received support for adopting a definition of “data center” and allowing the use only with prior approval of a specific use permit. As part of that process, staff was asked to establish additional parameters for data center development, particularly regarding parking and the screening of outdoor equipment.

**Analysis: Car Washes**

The City of Brenham Public Utilities Department monitors both the number of active water taps and the amount of potable water consumed citywide. Over the past four years, three new car washes have been built in Brenham, resulting in increased potable water usage. The monthly water consumption for the seven car washes currently in operation in Brenham ranges based on car wash type and varies by month. The monthly single car wash usage ranges from between 9,000 gallons per month to 492,100 gallons per

month. Usage is monitored on businesses utilizing private water wells, as well as businesses which only utilize potable water. To help preserve the city potable water supply and promote environmental sustainability, staff proposes adding a local amendment to the Plumbing Code within the Code of Ordinances to establish water-saving regulations for car washes. This amendment would require new car washes and car washes being significantly renovated to install water-reclamation systems to reduce potable water use per wash.

According to a 2002 report by the International Car Wash Association, average water use per wash is as follows; Self-serve: 12–16 gallons, In-bay: 24–72 gallons, Conveyor: 26–34 gallons and at-home driveway wash: 100 gallon. When a new development applies for a permit through Development Services, a hydraulic study is required to confirm adequate water and sewer capacity. For recently constructed car washes in Brenham, applicants reported average water use of 20 gallons per vehicle, 28 gallons per vehicle, 75 gallons per vehicle and again, 75 gallons per vehicle. In discussions with a prospective car wash operator, staff was told that water use varies by wash level, with the highest-tier wash using approximately 75 gallons per vehicle.

Several Texas cities—including McAllen, Edinburg, Fort Worth, and Mission—have adopted separation requirements between car washes, ranging from 200 feet to 2 miles. Other cities, such as San Marcos, Killeen, and San Antonio, regulate the maximum gallons allowed per wash and limit flow rates for self-service facilities.

Based on public feedback, input from the Commission and Council, and additional staff research, an updated set of standards for car washes is proposed:

## **PROPOSED AMENDMENTS**

### **Section 6-61.1: Plumbing Code Local Amendments**

#### **(12) Car Washes**

- a) New self-service and automatic car washes shall install water recycling systems, ultra-low-flow spray nozzles or alternative means to limit potable water usage to no more than fifty-five (55) gallons per vehicle per wash. New self-service and automatic car washes using water solely from private water well systems shall be exempt from the fifty-five (55) gallons per vehicle per wash limitation.
- b) Required water recycling systems shall be used at all times.
- c) Existing car washes which request a permit for renovation greater than sixty percent (60%) of the existing value of the facility, request to enlarge the water connection size, or replace more than sixty percent (60%) of the gross floor area of the car wash, shall install water recycling systems as required by this Section 6-61.1(12).
- d) Car washes shall follow all applicable drought restrictions, as may be amended from time to time.

#### **Car Wash Separation Standards:**

Car washes shall not be located within a two-mile radius of another existing car wash. Measurement of distance between car washes shall be measured in a direct line from the nearest property line to nearest property line.

#### **Analysis: Data Centers**

Data Centers are a rapidly growing industry throughout the state and country and are a use that is relatively new in terms of zoning standards. The City of Brenham Zoning Ordinance was first adopted in 1968 and then rewritten in 1995. To ensure said businesses are operated with reasonable safeguards in place for the community, development standards defining data centers and setting parameters for future locations is recommended.

A Specific Use Permit is an approval granted by the City Council following a recommendation of the Planning and Zoning Commission and authorizes the operation of a use at a specific location within a zoning district on a case specific basis. Currently the use of a Data Center is allowed by right in Industrial Districts, setting a Specific Use Permit requirement for Data Centers in an Industrial District would allow a property specific analysis of a proposed Data Center and two public hearings, before the use would be granted. Additionally, property owners within 200-feet of a property being considered for a Specific Use Permit would receive a notice in the mail of the public hearing on the matter.

In addition to defining the use and allowing data centers only by Specific Use Permit, revisions which outline the type and utility usage of data centers were recommended by staff and presented at workshop sessions held during the February Planning and Zoning Commission meeting and May Council meeting. Feedback included the need for a definition of data center which included uses like cryptocurrency mining, AI processing centers and limiting the use of electric consumption by prospective data centers. Additionally, staff received feedback to include that water-consumptive technology, in addition to water-based evaporative systems shall be prohibited. Lastly, feedback also included the need to screen data centers such that all outdoor chillers and equipment is completely screened from view by adjacent uses and public rights-of-way.

Therefore, the overall feedback was support to adopt more restrictive standards pertaining to data centers. The purpose of this amendment is to ensure that data center development occurs in a manner that protects the City of Brenham's utility infrastructure, maintains system reliability, and prevents adverse impacts on surrounding neighborhoods and businesses. Data centers are high-demand water and electrical users, and the City seeks to ensure that such uses are located and operated in areas with adequate utility capacity. Based on public feedback, input from the Commission and Council, and additional staff research, an updated set of standards for data centers are proposed as outlined below.

Amending Appendix A: Zoning, Part I, Section 5.02, adopting a definition for Data Center uses:

*Data Center:* Shall mean a facility, building, establishment, or dedicated space used for storage, management, processing and/or transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. This definition includes, without limitation, artificial intelligence processors, colocation facilities, cloud-computing centers, and cryptocurrency mining operations, but excludes small server rooms accessory to a primary use.

Amending Appendix A: Zoning, Part II, Division 2, Section 7.02, adding the use of a Data Center to the list of uses allowed with prior approval of a Specific Use Permit within the I, Industrial District and to define additional requirements and restrictions related to Data Centers:

### 7.03 Specific Uses

- (1) Data center. A data center shall be allowed as a specific use in Industrial Districts, in accordance with the specific use permit approval process and shall meet the following use requirements:
  - a) Water usage: All water-based evaporative or consumptive cooling methods, or other evaporative chiller system which primarily relies on the evaporation or consumption of water to achieve its cooling function, either directly, or indirectly such as by cooling the contents of a closed loop chilled water system which serves such Data Center, are prohibited.
  - b) Electric usage: Applicants shall submit for consideration of SUP approval, a complete electric-demand report for the proposed Data Center. The report shall include the minimum and maximum projected electric load, identification of any required infrastructure to serve the Data

Center, a peak-demand management plan, verification, type and method of on-site backup generation. For properties outside the City of Brenham electric service territory, the applicant shall provide a written certification from the serving electric utility confirming, available electrical capacity at the proposed site, and the utility's ability and intent to serve the projected load.

- c) Screening: All ground-mounted equipment shall be fully screened on all sides by a wooden or masonry wall. Screening shall be a minimum of six (6) feet tall and shall be at least one (1) foot taller than the height of the ground-mounted equipment, whichever is greater.
- d) Parking: The minimum number of off-street parking spaces required shall be one (1) space for each three hundred (300) square feet of floor area used for office, meeting, training or security personnel uses.
- e) Residential Adjacency: Where industrial is adjacent to residential or a public institutional use, any data center building or ancillary equipment shall be located at least 300 feet from the property line of the residential or public institutional use.

#### **PUBLIC COMMENTS:**

The Notice of Public Hearing for the proposed Text Amendments was published in the Brenham Banner on April 16, 2026. Any public comments submitted to staff will be provided prior to the Planning and Zoning Commission and City Council prior to their decision on the matter.

#### **STAFF RECOMMENDATION:**

Staff recommends **approval** to amend the Brenham Code of Ordinances as follows:

- Amending Chapter 6: Buildings and Structures, Section 6-61:1 Plumbing Code Local Amendments to add section (12) Car Washes; and to define additional requirements and restrictions related to car washes; and
- Amending Appendix A: Zoning, Part I, Section 5.02, adopting a definition for Data Center uses; and
- Amending Appendix A: Zoning, Part II, Division 2, Section 7.02, adding the use of a Data Center to the list of uses allowed with prior approval of a Specific Use Permit within the I, Industrial District and to define additional requirements and restrictions related to Data Centers.

**From:** [Alex Little](#)  
**To:** [Stephanie Doland](#)  
**Cc:** [brion webb](#)  
**Subject:** Re: Car Wash Text Amendments  
**Date:** Monday, April 27, 2026 9:10:52 AM

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Stephanie,

Thank you for sharing this information.

These changes are causing us significant concern about our ability to proceed with a project that has been in the works for over two years. As you know, we own IQ Car Wash on North Park Street and an additional lot in the Market Square development. We've been collaborating with the city on the Market Square project since early 2024, when we acquired that lot. Our pre-development meeting was scheduled for April 30, 2024.

Our plan for this location has always been to utilize a water well to reduce water consumption from the city and lower our operational costs. We also purchased this location before any restrictions were proposed regarding the distance between washes.

Additionally, we purchased the lot adjacent to our existing lot on North Park Street, with the potential for future plans to add Self-Serve bays if there's a need to serve the community and local businesses. We'll explore the possibility of installing a water well at that location as well, but it may not be feasible there. If it is and is cost-effective, we'd like to pursue that option.

We intend to continue investing in Brenham and actively engaging with the community. We contribute to local 4H, youth baseball leagues, local schools, and other community initiatives. Our location manager is a bus driver for Brenham ISD and we work around his schedule to make sure he can continue driving for the district.

The reason for this email is to request that our existing properties and vacant lots purchased for development or expansion be grandfathered in to the previous standards if the new standards are approved. We understand the need for oversight and restrictions in this area, especially as the city expands. However, we believe this request is a reasonable request considering the circumstances.

Please let us know if you have any questions or require any additional information from us. Thank you for considering our request.

Sincerely,

Alex Little  
IQ Car Wash - Brenham  
Covenant Management Group



City Council Regular Meeting  
**AGENDA ITEM 9**

**Agenda Item:** Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, of the City of Brenham Code of Ordinances to Amend Article VI, International Plumbing Code, Section 6-61.1, Same-Plumbing Code Local Amendments to Add Section (12), Car Washes, to Define Additional Requirements and Restrictions Related to Car Washes and Amending Appendix A - "Zoning" of the Code of Ordinances by Amending Part II, Division 2, District Regulations, Sections 4.02 and 4.03, Amending the Use of an Automobile (Car) Wash as a Use Allowed Only with Prior Approval of A Specific Use Permit Within the City Limits of the City of Brenham, Texas

**Meeting Date:** May 7, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

This item is a companion to the Public Hearing presented in Agenda Item 8, which outlines the proposed amendments related to Car Washes and Data Centers, summarizes additional research conducted on the topic, and clarifies the amendments under consideration.

Attached for review and approval is a proposed Ordinance amending the Brenham Code of Ordinances Chapter 6 – Building and Structures and Appendix A – Zoning related to the use of Automobile (car) washes. The proposed ordinance reflects the recommendation by the Planning and Zoning Commission during the April 27, 2026, meeting. Specifically, the Ordinance, as recommended by the Commission and as drafted, includes:

- Adopting additional standards for car washes in the Plumbing Code; and
- Revising the Zoning Ordinance to allow car washes only with prior approval of a Specific Use Permit in the B-2, Commercial Research and Technology District

The Commission also recommended to grandfather the property located at the eastern corner of Ryan Street and the US 290 Feeder Road. The property could be grandfathered by adopting the ordinance with an effective date as determined by Council.

**ATTACHMENTS:**

1. Ordinance For First Reading

**RECOMMENDATION:**

Approve an Ordinance on its first reading amending Chapter 6, Buildings and Structures, of the City of Brenham Code of Ordinances to amend Article VI, International Plumbing Code, Section 6-61.1, Same-Plumbing Code Local Amendments to add Section (12), Car Washes, to define additional requirements and restrictions related to Car Washes and amending Appendix A - "Zoning" of the Code of Ordinances by amending Part II, Division 2, District Regulations, Sections 4.02 and 4.03, amending the use of an Automobile (Car) Wash as a use allowed only with prior approval of a Specific Use Permit within the city limits of the City of Brenham, Texas.

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

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 6, BUILDING AND STRUCTURES OF THE CODE OF ORDINANCES BY AMENDING SECTION 6-61.1 PLUMBING CODE LOCAL AMENDMENTS TO DEFINE ADDITIONAL REQUIREMENTS RELATED TO CAR WASHES; AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART II, DIVISION 2, SECTIONS 4.02 AND 4.03, AMENDING THE USE OF AUTOMOBILE (CAR) WASH AS A USE ALLOWED ONLY WITH PRIOR APPROVAL OF A SPECIFIC USE PERMIT WITHIN THE B-2 COMMERCIAL RESEARCH AND TECHNOLOGY DISTRICT; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS.**

**WHEREAS**, the City of Brenham has adopted Appendix A – “Zoning” of the Code of Ordinances which regulate land uses and their physical development standards in Brenham; and

**WHEREAS**, the City Council recognizes that the adopted Comprehensive Plan: Historic Past, Bold Future: Plan 2040, Guiding Principle #1 states “Brenham will emphasize QUALITY as it grows, ensuring growth is managed in a way that adds value to the city, while also strengthening existing neighborhoods and commercial areas;” and

**WHEREAS**, the City Council recognizes the need from time to time to amend these regulations to help protect the health, safety and welfare of its residents; and

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas have published notices and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

**WHEREAS**, all persons desiring to comment on the proposal were given full and complete opportunity to be heard; and

**WHEREAS**, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during the scheduled meeting held on April 27, 2026; and

**WHEREAS**, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances;

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

**SECTION 1.**

That Chapter 6 – Building and Structures of the Code of Ordinances of the City of Brenham, Texas, Section 6-61.1, Plumbing Code Local Amendments, is hereby amended by adding subsection (12) Car Washes; and to define additional requirements and restrictions related to car washes to read as follows:

(12) Car Washes

- a) New self-service and automatic car washes shall install water recycling systems, ultra-low-flow spray nozzles or alternative means to limit potable water usage to no more than fifty-five (55) gallons per vehicle per wash. New self-service and automatic car washes using water solely from private water well systems shall be exempt from the fifty-five (55) gallons per vehicle per wash limitation.
- b) Required water recycling systems shall be used at all times.
- c) Existing car washes which request a permit for renovation greater than sixty percent (60%) of the existing value of the facility, request to enlarge the water connection size, or replace more than sixty percent (60%) of the gross floor area of the car wash, shall install water recycling systems as required by this Section 6-61.1(12).
- d) Car washes shall follow all applicable drought restrictions, as may be amended from time to time.

**SECTION 2.**

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Sec. 4 B-2 Commercial, Research and Technology District, Section 4.02, Permitted Uses, is hereby amended by removing the use of “Automobile (car) wash” as a permitted use and; Part II, Section 4.03, Specific Uses, is hereby amended by adding the use of “Automobile (car) wash” as a use permitted with prior approval of a Specific Use Permit to read as follows:

(Sec. 4.02) Permitted uses:

....

(3) Automobile/vehicular uses (including boats, mobile home, motorcycles, motor homes, camper trailers, and other vehicles) such as:

- (a) Paint and body shops or upholstery shops.
- (b) Parts sales.
- (c) Service stations

.....

(Sec. 4.03) Specific uses:

- (1) Automobile (car) wash
- (2) Food truck park

...and to renumber accordingly.

**SECTION 3.**  
**REPEALER CLAUSE**

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

**SECTION 4.**  
**SAVINGS**

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

**SECTION 5.**  
**SEVERABILITY**

Should any section, subsection, sentence or 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. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

**SECTION 6.**  
**EFFECTIVE DATE**

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

**SECTION 7.**  
**PROPER NOTICE AND MEETINGS**

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 this the \_\_ day of \_\_\_\_, 2026.

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

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Atwood C. Kenjura  
Mayor

**ATTEST:**

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Jeana Bellinger, TRMC, CMC  
City Secretary



City Council Regular Meeting  
**AGENDA ITEM 10**

**Agenda Item:** Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A — "Zoning" of the Code of Ordinances by Amending Part I, General Provisions, Section 5.02, Definitions, to Add a Definition for Data Center Uses; and Amending Part II, Division 2, District Regulations, Section 7, Specific Uses, to Add Section 7.03(1) Adding the Use of a Data Center to the List of Uses Allowed With Prior Approval of a Specific Use Permit within the Industrial District and to Define Additional Requirements and Restrictions Related to Data Centers Within the City Limits of the City of Brenham

**Meeting Date:** May 7, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

This item is a companion to the Public Hearing presented in Agenda Item 8, which outlines proposed amendments related to Car Washes and Data Centers, summarizes additional research conducted on the topics, and clarifies the amendments under consideration. The proposed Ordinance amending the Brenham Code of Ordinances Appendix A – Zoning related to the use of a Data Center. The proposed ordinance reflects the recommendation by the Planning and Zoning Commission during the April 27, 2026, meeting is drafted as an attachment to this item and includes:

- Adopting a definition for Data Center; and
- Revising the Zoning Ordinance to allow a Data Center only with prior approval of a Specific Use Permit in the I, Industrial District and to adopt additional requirements related to water usage, electric usage, screening of outdoor equipment, minimum parking standards, and separation standards from residential and public institutional uses.

**ATTACHMENTS:**

1. Ordinance for First Reading

**RECOMMENDATION:**

Approve an Ordinance on its first reading amending appendix A — "Zoning" of the Code of Ordinances by amending part I, General Provisions, Section 5.02, Definitions, to add a definition for Data Center Uses; and amending Part II, Division 2, District Regulations, Section 7, Specific Uses, to add Section 7.03 adding the use of a Data Center to the list of uses allowed with prior approval of a Specific Use Permit within the Industrial District and to define additional requirements and restrictions related to Data Centers within the city limits of the City of Brenham.

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

**AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART I, SECTION 5.02 – DEFINITIONS TO ADD THE DEFINITION OF “DATA CENTER”; AMENDING PART II, DIVISION 2, SECTION 7.03, ADDING THE USE OF A DATA CENTER TO THE LIST OF USES ALLOWED WITH PRIOR APPROVAL OF A SPECIFIC USE PERMIT WITHIN THE I, INDUSTRIAL DISTRICT AND TO DEFINE ADDITIONAL REQUIREMENTS AND RESTRICTIONS RELATED TO DATA CENTERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS.**

**WHEREAS**, the City of Brenham has adopted Appendix A – “Zoning” of the Code of Ordinances which regulate land uses and their physical development standards in Brenham; and

**WHEREAS**, the City Council recognizes that the adopted Comprehensive Plan: Historic Past, Bold Future: Plan 2040, Guiding Principle #1 states “Brenham will emphasize QUALITY as it grows, ensuring growth is managed in a way that adds value to the city, while also strengthening existing neighborhoods and commercial areas;” and

**WHEREAS**, the City Council recognizes the need from time to time to amend these regulations to help protect the health, safety and welfare of its residents; and

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas have published notices and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

**WHEREAS**, all persons desiring to comment on the proposal were given full and complete opportunity to be heard; and

**WHEREAS**, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during the scheduled meeting held on April 27, 2026; and

**WHEREAS**, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances;

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

**SECTION 1.**

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part I, Sec. 5 Definitions and interpretation, Section 5.02, Definitions, is hereby amended by adding the definition for “Data Center” to read as follows:

*Data Center:* Shall mean a facility, building, establishment, or dedicated space used for storage, management, processing and/or transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. This definition includes, without limitation, artificial intelligence processors, colocation facilities, cloud-computing centers, and cryptocurrency mining operations, but excludes small server rooms accessory to a primary use.

**SECTION 2.**

That Appendix A – Zoning, Part II, Division 2, Sec. 7 Industrial District, Section 7.03 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

...

(Sec. 7.03) Specific uses.

- (1) Data center. A data center shall be allowed as a specific use in Industrial Districts, in accordance with the specific use permit approval process and shall meet the following use requirements:
  - a) Water usage: All water-based evaporative or consumptive cooling methods, or other evaporative chiller system which primarily relies on the evaporation or consumption of water to achieve its cooling function, either directly, or indirectly such as by cooling the contents of a closed loop chilled water system which serves such Data Center, are prohibited.
  - b) Electric usage: Applicants shall submit for consideration of SUP approval, a complete electric-demand report for the proposed Data Center. The report shall include the minimum and maximum projected electric load, identification of any required infrastructure to serve the Data Center, a peak-demand management plan, verification, type and method of on-site backup generation. For properties outside the City of Brenham electric service territory, the applicant shall provide a written certification from the serving electric utility confirming, available electrical capacity at the proposed site, and the utility’s ability and intent to serve the projected load.

- c) Screening: All ground-mounted equipment shall be fully screened on all sides by a wooden or masonry wall. Screening shall be a minimum of six (6) feet tall and shall be at least one (1) foot taller than the height of the ground-mounted equipment, whichever is greater.
- d) Parking: The minimum number of off-street parking spaces required shall be one (1) space for each three hundred (300) square feet of floor area used for office, meeting, training or security personnel uses.
- e) Residential Adjacency: Where an industrial use is adjacent to a residential or public institutional use, any data center building or ancillary equipment shall be located at least three hundred feet (300') from the property line of the residential or public institutional use.

(2) Sexually oriented businesses in accordance with Chapter 16 of the Brenham Code of Ordinances regulating occupational licenses and business regulations.

(Section 7.04) Area regulations

...and to renumber accordingly.

**SECTION 3.**  
**REPEALER CLAUSE**

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

**SECTION 4.**  
**SAVINGS**

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

**SECTION 5.**  
**SEVERABILITY**

Should any section, subsection, sentence or 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. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

**SECTION 6.**  
**EFFECTIVE DATE**

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

**SECTION 7.**  
**PROPER NOTICE AND MEETINGS**

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 this the \_\_ day of \_\_\_\_, 2026.

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

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

**ATTEST:**

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



## City Council Regular Meeting **AGENDA ITEM 11**

**Agenda Item:** Discuss and Possibly Act Upon RFP No. 26-001 Related to Wrecker and Towing Services for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** Public Works

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

### **SUMMARY STATEMENT:**

The City of Brenham has solicited a request for proposals for non-consent towing and recovery services within city limits. A full RFP was prepared and advertised and three (3) proposals for towing and recovery services were received back. The companies that submitted proposals were BDS Towing and Recovery LP, B&B Automotive Inc., and Arens Services. This is the first time that proposals for single-source non-consent towing have been considered at the council level. In the past, we have operated on a rotation-based service for lightweight and heavy-duty non-consent tows.

Our main goal is to work with one vendor to become a better team with both dispatch and public safety. In the past, the rotation-based system caused many issues and put a lot of strain on dispatch, and many times caused issues on scene or after the fact that took manpower and time away from all staff. At times, there were up to seven (7) companies on the light-duty rotation and three (3) on the heavy-duty rotation. Then contracts and inspections of fleet occurred with all vendors in order to meet requirements.

The three (3) proposals were scored by a committee of seven (7) which consisted of city staff and one council member. The committee did a great job evaluating the proposals based on seven (7) key elements:

1. Respondents' experience and ability to provide all required services per the specifications defined in the RFP.
2. Respondent's overall proposed pricing to provide services
3. Respondent's approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract.
4. Respondents' reputation based on feedback from references and prior experience with the City of Brenham
5. Quality, quantity and location of respondents' available equipment the city may ask to inspect as part of the evaluation process.
6. Quality and location of Respondent's storage facility(ies) the City may ask to inspect as part of the evaluation process.
7. Quality and quantity of available qualified employees

The vendor that scored the highest was BDS Towing and Recovery LP. (See attached scoresheet). Staff has been speaking with BDS related to the contract, and they have agreed to terms based on city

attorney's review as well as the council approval. We are excited about working with BDS Towing and Recovery for a one (1) year initial period and, if all goes well, this contract could be extended to three (3) additional one (1) year periods.

BDS has opted out of providing services for fuel delivery, tire changes, and wheel lock/boot services which provide liability issues for their company. This was considered "Motor Assist" in the original RFP and staff, dispatch and public safety have agreed that this is a minor service and won't cause issues with towing or recovery. So far in 2026, only three (3) calls have been requested for these needs out of 201 calls. These services can also be handled by other service providers or personal service providers such as AAA.

BDS has recently secured a single source bid with College Station to provide similar Wrecker and Towing services. They have been on our rotation list for 6–8 years and have proven to be reliable, easy to work with and very knowledgeable in all situations that arise. They have a superb fleet and also trained and qualified personnel that give versatility to the services needed. Both Brenham Fire and Brenham PD were satisfied with their services, and all references have been very positive. BDS has a yard in Burton that sits on twenty (20) acres and is ready to respond to our needs once they are awarded the contract.

This approach will be new to the City of Brenham, but all parties such as Dispatch, Brenham FD, Brenham PD and the administrative staff over the Towing and Recovery Program are favorable to moving forward with this award.

**ATTACHMENTS:**

1. Score Sheet Final
2. PSA for Landscape Architectural Services

**RECOMMENDATION:**

Award RFP 26-001 related to Wrecker and Towing Services for the City of Brenham to BDS Towing and Recovery LP, for a one (1) year term, and authorize the Mayor to execute any necessary documentation.



**RFP 26-001 Wrecker and Towing Services**

		<b>VENDOR</b>		
	Factor	Arens	B&B	BDS
1	Respondent's experience and ability to provide all required services per the specifications defined in the RFP	148	133	158
2	Respondent's overall proposed pricing to provide services	123	148	139
3	Respondent's approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract.	63.5	59	66
4	Respondents reputation based on feedback from references and prior experience with the city	42	42	59
5	Quality, quantity and location of respondents available equipment the city may ask to inspect as part of the evaluation process	58.5	45.5	67
6	Quality and location of Respondent's storage facility(ies) the City may ask to inspect as part of the evaluation process	64	57	54
7	Quality and quantity of available qualified employees	49.1	53.9	68
<b>Total Score</b>		548.1	538.4	<b>611</b>

**TOWING SERVICE  
CONTRACT  
CITY OF BRENHAM, TEXAS**

KNOW ALL MEN BY  
THESE PRESENTS:

This Towing Service Contract (“Contract”), made and entered into by and between the City of Brenham, a Texas home-rule municipal corporation (“CITY”), and BDS Towing & Recovery, LP a Texas limited partnership (“OPERATOR”), is for the purpose of providing towing services to the City of Brenham as further described in this Contract.

### **WITNESSETH:**

That the Parties hereto, in consideration of the covenants and agreements hereinafter contained to be kept and performed by both Parties, do hereby agree and contract as follows:

#### **I. Services**

OPERATOR agrees to provide motor vehicle towing and immobilization services within the city limits of Brenham, Texas, on request of the CITY, seven (7) days a week, twenty-four (24) hours a day, for an initial one-year term beginning on \_\_\_\_\_, 2026, and ending on \_\_\_\_\_, 2027. This Contract shall be renewable for three (3) additional one-year periods if mutually agreeable to the CITY and the OPERATOR. OPERATOR agrees to meet and comply with all requirements set forth in the City’s Request for Proposal 26-001 Wrecker and Towing Services (excluding fuel delivery, tire change, and wheel lock/boot services) which is attached to this Contract as Exhibit A and is incorporated herein for all purposes.

CITY agrees to utilize OPERATOR for all non-consent tows and requests by CITY personnel, dispatch, and Brenham Police Department for towing abandoned and nuisance vehicles, abandoned motor vehicles, junked vehicles, unlocking of vehicles, vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest, and vehicles obstructing traffic, except in the following instances:

1. When OPERATOR cannot perform towing due to limitations of its equipment;
2. When OPERATOR cannot provide the number of tow trucks needed;
3. When OPERATOR fails to respond promptly to a request; and
4. When the owner of a vehicle requests a particular towing company and circumstances permit the Police Department to accommodate the request without endangering the public or hindering the work of the Police Department.

#### **II. Facilities**

OPERATOR shall provide one (1) or more licensed vehicle storage facilities located within Washington County for storage of motor vehicles impounded or towed pursuant to this Contract. OPERATOR shall maintain a locked and secure vehicle storage facility for all impounded and towed vehicles.

The vehicle storage facility shall meet all requirements of state law and any applicable Washington County and City of Brenham regulations regarding vehicle storage facilities.

Operator shall meet all requirements of both State and Federal law regarding the towing and storage of vehicles carrying materials classified as “Hazardous in Nature.”

Every storage facility shall be adequately secured against theft and vandalism and have security fencing. OPERATOR will be responsible for each vehicle and its contents while in its care, custody, and control. The storage facility premises and office area must be kept clean and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of three feet (3’) on the driver’s side of each vehicle to allow access to the interior of the vehicle in

order to check the vehicle's identification numbers.

All vehicles towed by OPERATOR pursuant to this Contract, shall be taken to OPERATOR'S storage facility, unless the owner, operator, or person with possession custody, and control of said vehicle authorizes in writing that the vehicle be taken to another location. It is sufficient that the other location is written on the OPERATOR towing receipt or ticket at the scene.

### **III. Equipment**

OPERATOR agrees to maintain and operate all equipment used to provide service under this Contract in compliance with the terms and conditions of this Contract and all applicable federal and state statutes and regulations.

OPERATOR agrees that in addition to equipment and facilities required by all applicable federal and state statutes and regulations, at a minimum two (2) light or medium duty tow trucks with a minimum of ten thousand (10,000) pounds hauling capacity, equipped with a two-way radio, shall be available to OPERATOR at all times, and at least one (1) additional heavy-duty tow truck shall be available within one-half (1/2) hour upon request by CITY personnel. All tow trucks used to provide service under the terms of this Contract shall be equipped with the items specified in Exhibit A to this Contract, and all equipment shall be in good working condition.

### **IV. Personnel**

OPERATOR agrees to have at least two (2) tow truck drivers available at all times and two (2) additional tow truck drivers available in city limits within one-half (1/2) hour upon request of CITY personnel. Every driver providing service under this Contract shall have a valid Texas Driver's License of the type required for the vehicle operated and must meet all requirements specified in Exhibit A to this Contract.

OPERATOR agrees to provide sufficient personnel to dispatch calls for service under this Contract.

### **V. Compensation**

OPERATOR shall charge the fees approved in writing by the City as designated in Exhibit A to this Contract for towing and storage of all vehicles handled on request of the CITY. Except as otherwise provided in this Section V, charging fees in excess of the fees specified in Exhibit A shall constitute a default of this Contract and be grounds for immediate termination upon written notice from the CITY without the opportunity for the OPERATOR to cure the default. Fees shall be paid directly to OPERATOR, not to the CITY. In order to propose charging a fee not listed on Exhibit A due to special circumstances, the OPERATOR must request prior approval from the Public Works Director in writing and simultaneously submit sufficient documentation and justification concerning the proposed fee. The approval or disapproval of the fee shall be in writing and is within the sole and absolute discretion of the Public Works Director or his designee. Unclaimed vehicles and vehicles held to satisfy garage keeper's liens shall be disposed of in accordance with State law. Excess proceeds from lien foreclosure sales shall be paid to the party entitled to receive them. Excess proceeds from sales of abandoned and junked vehicles shall be paid to the CITY.

### **VI. Independent Contractor**

The relationship between the CITY and OPERATOR shall be that of an independent contractor. Neither the OPERATOR nor any persons or entities performing services under this

Contract shall be deemed employees or agents of the City of Brenham, nor shall such persons or entities represent themselves to others as agents or employees of the CITY.

## **VII. Insurance**

The OPERATOR shall continually maintain, in a form acceptable to the CITY, general liability and other insurance in the policy coverage amounts stated in Exhibit B to this Contract, containing provisions naming the CITY, its officers, elected officials, employees, volunteers, agents and representatives as an additional insureds, and requiring that thirty (30) days' notice be given to the CITY prior to cancellation, modification or reduction of the limits of the policy. Certificate(s) of insurance evidencing insurance coverage maintained by OPERATOR, *and each towing company subcontracted by OPERATOR and approved by CITY to assist OPERATOR with providing services pursuant to this Contract*, shall be provided to the CITY as often as necessary, or when requested by the CITY, to show that the required amount of insurance is in force continuously during the term of this Contract.

## **VIII. Indemnification**

**OPERATOR, INCLUDING ITS OWNERS, OFFICERS, PARTNERS, ASSOCIATES, MANAGERS, HEIRS, ASSIGNS, AND SUCCESSORS, AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, ATTORNEY'S FEES, AND INTEREST, RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS, AND/OR PROPERTY DAMAGE BY WHOMSOEVER SUFFERED, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR, ITS OWNERS, PARTNERS, ASSOCIATES, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, WORKMEN, AND OTHER PERSONS USED BY IT OR OTHERWISE UNDER ITS DIRECTION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.**

## **IX. Venue**

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Washington County, Texas, and any court of competent jurisdiction shall interpret this contract in accordance with the laws of the State of Texas, notwithstanding any conflicts of law provisions.

## **X. Non-assignability**

The rights, duties, obligations, and privileges under this Contract are non-transferable, and are exclusively granted to the undersigned. OPERATOR may not sell, transfer, convey, or assign this Contract or an ownership or any other interest in OPERATOR's rights, duties, obligations, and privileges under this Contract without the express written consent of the City Council of the City of Brenham or its designee.

## **XI. Compliance With All Laws**

OPERATOR agrees to comply strictly with all Federal, State, local and municipal laws, Rules, regulations and policies (specifically including but not limited to, Title 16 Part 4 Chapter 85 "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupation Code)

and all other laws and regulations regarding the licensing and registration of tow vehicles.

## **XII. Severability**

If a court of competent jurisdiction finds any part of this Contract invalid or unenforceable, or if the State Legislature enacts or amends a controlling statute, that part shall be severable from the remainder of this Contract and shall not cause the invalidity or unenforceability of the remaining parts of this Contract.

## **XIII. Termination**

Termination for Cause. Either Party may terminate this Contract based on a breach of any provision of this Contract by the other Party which is not cured within thirty (30) days after the defaulting Party receives written notice of the breach. However, notwithstanding the forgoing sentence of this Section XIII, in the event the OPERATOR charges fees in excess of the fees specified in Exhibit A(except as authorized by the Public Works Director in accordance with Section V of this Contract), such conduct shall constitute a breach of this Contract and be grounds for immediate termination upon written notice from the CITY without the opportunity for the OPERATOR to cure such breach.

Termination for Convenience. Either Party may terminate this Contract upon ninety (90) days written notice of termination by such Party to the other Party.

Mutual Termination. The Parties may mutually agree in writing at any time to terminate this Contract.

Acts of Default. The failure of OPERATOR to fully, completely, and timely comply with each obligation agreed to herein shall be an act of default. OPERATOR understands, acknowledges, and agrees that anything other than full compliance with this Contract shall be an act of default unless waived in writing by the CITY. OPERATOR understands, acknowledges, and agrees that a breach of this Contract, which may not otherwise result in a default, shall constitute a default when the breaches, even if different breaches, are frequent, regular, or repetitive. CITY terminates this Contract (subject to the notice and cure provisions set forth above), the CITY may pursue all legal, contractual, and equitable remedies upon a default of this Contract.

## **XIV. Notices**

Notices required by this Contract shall be deemed delivered upon the earlier of: 1) three (3) days after the notice is deposited in the U.S. mail properly addressed and with sufficient postage; or 2) upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be delivered by a commercial carrier/delivery service or mailed by certified or registered U.S. mail, return receipt requested, as follows:

**CITY OF BRENHAM:** City of Brenham Public Works  
Attn: Dane Rau  
P. O. Box 1059  
Brenham TX 77834-1059

**TOWING COMPANY:**

Company Name: BDS TOWING & RECOVERY  
Attn: Kendell Schuitz  
Address: 14755 US HWY 2910 WEST  
City: BURTON State: TX Zip Code: 77835  
Telephone: 979 820 3044 Cellular: 979 820 3112  
Fax: \_\_\_\_\_ E-Mail: BDS towing@yahoo.com

**XIV. Contract Administrator**

This Contract shall be administrated on the City’s behalf by the City of Brenham Public Works Director or his designee. All notices, documentation, or questions arising under this Contract should be addressed to the City’s contract administrator at:

Dane Rau, Public Works Director  
City of Brenham  
200 W. Vulcan St.  
Brenham, Texas 77833

**XV. Records**

OPERATOR shall maintain during the term of this Contract, and for three (3) years following the expiration or termination of this Contract, complete and accurate copies of all books, records, receipts, and tickets generated under or related to this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly contract administrator or other City representatives at OPERATOR's place of business during normal business hours for inspection, copying and auditing. Failure to maintain the records described above or failure to provide access to the records will be a basis for termination of this Contract. Audits shall be performed by the CITY on an as needed basis solely determined by the CITY.

**XVI. Inquiries**

On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for services rendered under this Contract, OPERATOR shall notify customers of the fees specified in Exhibit A of this Contract and, the mailing address for the Department's Director, PO Box 1059, Brenham, TX 77834-1059, and telephone number (979) 337 – 7337 for purpose of directing questions regarding fees or services.

OPERATOR shall give customers an itemized receipt that reflects the services and fees as specified herein above. This notice must be pre-printed on the forms used by OPERATOR or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in Times New Roman font of not less than ten (10) points. A notice containing this same information shall also be posted on a sign prominently displayed to the public at the place of payment, in letters at least one inch (1”) high, with a contrasting background. This sign shall be posted within fifteen (15) calendar days after Contract is executed.

**XVII. Complaints and Overcharges**

Complaints concerning OPERATOR's performance of this Contract received by the CITY shall be forwarded to and promptly investigated by OPERATOR and a satisfactory written explanation made to CITY within five (5) business days after the date OPERATOR is notified verbally and/or in writing of the complaint by the CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any

and all complaints. OPERATOR's failure to timely investigate or to promptly correct errors, overcharges or complaints shall constitute a breach of this Contract. Overcharges for towing or storage or both shall be promptly refunded. When a complaint is initiated, all charges will stop until such time as the complaint has been resolved in writing and signed by all parties involved. All complaints must be received in writing by the CITY. Oral complaints will not be acted upon in any way. A complaint form will be provided by the CITY.

### **XVIII. Vehicle Release**

OPERATOR shall release vehicles in its custody twenty-four (24) hours per day. Vehicles must be released within one (1) hour of a request. OPERATOR shall release personal property during normal business hours free of charge.

### **XIX. Police Hold**

OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle to be impounded and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub OPERATOR will ensure that any law enforcement hold has been canceled. Holds may only be placed by a Brenham Police Department officer with the rank of Sergeant or above and must be in writing. The CITY is not responsible for additional storage fees that are the result of an improperly placed law enforcement hold.

### **XX. Price Escalations**

During the term of this Contract, Operator agrees to provide towing and vehicle storage facilities within the corporate limits of Brenham, Texas pursuant to the rate schedule attached hereto as Exhibit A and incorporated herein for all purposes.

The charges reflected in the rate schedule may be adjusted on May 1 each year, if requested by the Operator in writing, subject to City Council approval in its sole discretion. Such requests for rate adjustment must be submitted to the City by the Operator no later than February 1 of the year in which a rate adjustment is requested. Requests for a rate adjustment shall be submitted in writing, and a rate adjustment will be considered according to the following factors:

- A. Extraordinary increase in diesel/fuel prices; or
- B. Extraordinary changes in Operator's costs of operation such as revised laws, ordinances or regulations; increased equipment costs; and other documented reasons.

The Operator will provide to the City written documentation which substantiates any requested adjustment of the rate schedule. The City Council is under no obligation or requirement to approve any requested rate adjustment, and such decision is within the sole discretion of the City Council.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF BRENHAM**

**OPERATOR – BY BDS TOWING &  
RECOVERY MANAGEMENT, LLC,  
GENERAL PARTNER OF BDS TOWING  
& RECOVERY, LP**

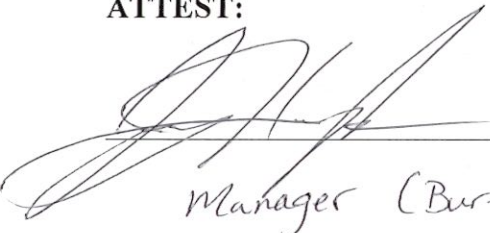
\_\_\_\_\_  
Atwood C. Kenjura  
Mayor

  
\_\_\_\_\_  
Brian Klintworth  
Title: Sole Member

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jeanna Bellinger  
City Secretary

  
\_\_\_\_\_  
Manager (Burton)

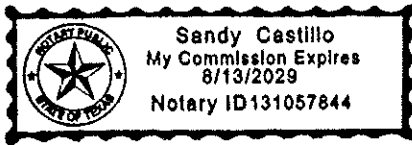
STATE OF TEXAS §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Atwood C. Kenjura, Mayor of the City of Brenham, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 28 day of April, 2026, by  
Sandy Castillo  
\_\_\_\_\_, of Bryan Texas.



[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas



*Request for Proposals (“RFP”)*  
*Wrecker & Towing Services*

RFP NO. 26-001

EVENT	DATE
1 <sup>st</sup> Publication Date	Thursday, February 5, 2026
2 <sup>nd</sup> Publication Date	Thursday, February 12, 2026
RFP Question Deadline (5:00 p.m.)	Thursday, February 19, 2026
Proposal Submission Deadline (10:00 a.m.)	Thursday, February 26, 2026
Possible City Council Consideration/Award	TBD

***INTENT***

The intent of this Request for Proposals (RFP) is to establish a contract with one or more contractors for non-consent tow services along with tows of City Vehicles and to include impound services. The contract will require the successful contractor to provide motor vehicle wrecker services within the City of Brenham, as needed, and to operate and maintain a storage facility within Washington County for the storage of impounded vehicles. Nothing contained in the contract will prohibit any citizen from utilizing any other wrecker service for a consent tow.

The City has a need for reliable and efficient wrecker services to assist with clearing traffic accidents, motorist assists, removing disabled or junked vehicles, providing non-consent tows (e.g. vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest), and towing incapacitated City vehicles. The City requires towing services on request of City personnel, 911 Dispatch, and Brenham Police Department on a 24 hours/day, seven days/week basis.

The contract will commence on \_\_\_\_\_, 2026, and will continue through \_\_\_\_\_, 2027. The contract may be renewed for three (3) additional one-year periods, if agreed to by the City and the awarded contractor(s). The total contract period will not exceed four (4) years.

**RECEIPT AND OPENING OF PROPOSALS**

Proposers shall submit **one (1) original and two (2) copies** of the Proposal on the form provided by the City. The original Proposal must be clearly marked “**Proposal for RFP No. 26-001** and include an original signature, in ink, in order to be accepted. Proposals must be received in the Purchasing Services office no later than **10:00 a.m. (CST) on Thursday, February 26, 2026**. It is the Proposer’s sole responsibility to assure that the Proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. All proposals will be opened and read aloud at the City of Brenham City Hall, 2nd Floor Conference Room, 200 W. Vulcan Street, Brenham, Texas 77833. **Any proposal received after 10:00 a.m. on Thursday, February 26, 2026, shall not be considered.**

To the extent allowed by applicable law, and subject to the ruling of any administrative agency or court having jurisdiction, the City intends that trade secrets and confidential information contained in the proposals and clearly identified as “Confidential” in **bolded font** will not be open for public inspection at any time, even after a contract has been awarded and executed, whether or not the proposer is awarded the contract.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP. Proposers are encouraged to suggest creative and economical means to provide the services requested in the RFP.

Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**

200 W. Vulcan Street  
Suite 203  
Brenham, TX 77833

**Mail to:**

P.O. Box 1059  
Brenham, TX 77834-1059  
ATTN: City Secretary

**Ship to (FedEx, UPS, DHL, etc.):**

200 W. Vulcan Street  
Brenham, TX 77833  
ATTN: City Secretary

**CHANGES, QUESTIONS, AND INQUIRIES**

Any and all questions regarding this RFP must be submitted in writing and addressed to Kyle Branham, Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate “RFP No. 26-001” in the subject line. It is the sender’s responsibility to verify receipt of email by the Purchasing and Public Works Project Manager; read receipt is acceptable. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Thursday, February 19, 2026**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org](http://www.cityofbrenham.org). It shall be the responsibility of interested Proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all addenda will be posted on the City’s website.

## EXHIBIT A

### ***METHOD OF AWARD***

This RFP does not commit the City of Brenham to award a contract to any proposer. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole and absolute discretion of the City of Brenham, do not meet minimum qualification requirements will not be reviewed. This RFP and the process it describes are proprietary to the City of Brenham and are for the sole and exclusive benefit of the City of Brenham. Any response to this RFP will become the property of the City of Brenham and subject to the Texas Public Information Act. The City of Brenham is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

Pursuant to Chapter 252 of the Texas Local Government Code and other applicable law, the City will receive competitive sealed proposals regarding wrecker and towing services to be provided within the city limits of Brenham, Texas. Proposals will be evaluated by the City in accordance with Chapter 252 of the Texas Local Government Code, including but not limited to Section 252.043(b), Texas Local Government Code. The City will also consider the completeness of a proposal and how well the proposal meets the needs of the City.

Within forty-five (45) days after opening the Proposals, the City will score and rank each proposal to select the Proposal that offers the best value to the City based on the evaluation criteria set forth herein below.

The award of this contract will be made based on the highest evaluated offer(s) to responsible Respondent(s) whose proposal(s) is determined to be the highest evaluated offer(s) based on evaluation of all proposals and any negotiations, taking into consideration the evaluation factors as set forth below, and in accordance with Texas Local Government Code, Chapter 252.

The evaluation criteria are as follows:

Respondent's experience and ability to provide all required services per the specifications defined in the RPF.	25%
Respondent's overall proposed pricing to provide services	25%
Respondent's approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract.	10%
Respondent's reputation based on feedback from references and prior experience with the city.	10%
Quality, quantity, and location of Respondent's available equipment the city may ask to inspect as part of the evaluation process.	10%
Quality and location of Respondent's storage facility(ies) The City may ask to inspect as part of the evaluation process.	10%
Quality and quantity of available qualified employees.	10%
<b>Total</b>	<b>100%</b>

## EXHIBIT A

Proposals will be reviewed and ranked by an evaluation committee. Oral interviews may be conducted with the top-rated Respondent(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the City of Brenham and are the sole responsibility of the Respondent.

The City will then attempt to negotiate a contract with the selected offeror. The City may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City may end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

By submission of a proposal, the selected proposer agrees to be legally bound if the City of Brenham accepts the proposal.

The City of Brenham reserves the right to make an award without further discussion of the proposals. The selected Proposer will be expected to enter into an Agreement with the City. The Agreement shall incorporate the City's standard contract terms and conditions, attached hereto as EXHIBIT "A" to this RFP.

### ***CONTRACT TERMS AND CONDITIONS***

#### **1. GENERAL TERMS AND CONDITIONS**

General Terms and Conditions for requests for proposals from the City of Brenham may be found in Exhibit "A" of this RFP document. Should any contradiction be found to exist between those terms and conditions and the body of this RFP, the RFP will prevail.

#### **2. INDEMNITY**

The selected Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

#### **3. H.B. 1295 COMPLIANCE**

The selected Contractor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the

## EXHIBIT A

governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the selected Contractor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Contractor of its selection by the City Council and request the completed Form 1295 within five (5) working days thereafter.

#### 4. **CHAPTER 2270 COMPLIANCE**

The selected Contractor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide conformation that the Contractor:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brenham, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Contractor of its selection by the City Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

## EXHIBIT A

### 4. INSURANCE

The awarded contractor shall obtain insurance as specified in EXHBIT “B” of this RFP and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of its selection by the City.

### ***I. GENERAL INFORMATION***

#### A. INTENT

The intent of this Request for Proposals (RFP) is to establish a contract with one or more contractors for non-consent tow services along with tows of City Vehicles and to include impound services. The contract will require the successful contractor to provide motor vehicle wrecker services within the City of Brenham, as needed, and to operate and maintain a storage facility within Washington County for the storage of impounded vehicles. Nothing contained in the contract will prohibit any citizen from utilizing any other wrecker service for a consent tow.

The City has a need for reliable and efficient wrecker services to assist with clearing traffic accidents, motorist assists, removing disabled or junked vehicles, providing non-consent tows (e.g. vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest), and towing incapacitated City vehicles. The City requires towing services on request of City personnel, dispatch, and Brenham Police department on a 24 hours/day, seven days/week basis.

The contract will commence on \_\_\_\_\_, 2026, and will continue through \_\_\_\_\_, 2027. The contract may be renewed for three (3) additional one-year periods, if agreed to by the City and the awarded contractor(s). The total contract period will not to exceed four (4) years.

#### B. **Restriction on Communication**

Respondents are invited to submit written questions and requests for clarification regarding this RFP. All questions prior to the closing date shall be in writing and should be directed to Kyle Branham, Purchasing and Public Works Project Manager, by email to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). The deadline to submit questions is Thursday, February 19, 2026, at 5:00 pm

#### C. **Solicitation Timeline**

A projected schedule for the award of a contract related to this RFP is as follows:

Release of RFP	February 5, 2026
Deadline for Submitting Questions	February 19, 2026
Deadline for Submitting Proposals	February 26, 2026 @ 10 AM
Evaluation & Negotiations	March 2-13, 2026
Recommendation for Award	TBD

## EXHIBIT A

### D. **Contractual Documents**

The successful Respondent shall be required to execute the towing service contract substantially in the form attached hereto as EXHIBIT “C” and shall be required to provide the insurance as outlined therein. By submitting a proposal, the Respondent is acknowledging the insurance requirements found in the attached contract, and the Respondent is asserting that, if awarded this contract, he can comply with all insurance requirements as specified therein by March 2026.

### E. **Negotiations**

The City of Brenham reserves the right to negotiate specific terms of the contract with the highest ranked Respondent(s).

### F. **Clarification Process**

The City reserves the right to contact a Respondent after the submission of a proposal for the purpose of clarifying a proposal to ensure mutual understanding. Responses shall be submitted to the City within the time specified in the City’s request. Failure to comply with requests for additional information may result in rejection of the submission as non-compliant.

### G. **Confidentiality**

Any material that a Respondent wishes to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable under the Texas Public Information Act and other applicable law, and subject to decisions of the Texas Attorney General’s Open Records Division and federal and state courts having jurisdiction over this matter.

## ***II. SPECIFICATIONS***

### **A. Service Specifications:**

1. The contractor shall provide non-consent towing, towing services and other related towing services within the City limits of Brenham, Texas, on an as-needed basis upon request of City personnel, Washington County Communications/911 Dispatch, or the Brenham Police Department, 7 days a week, 24 hours a day (including holidays).
2. The contractor shall provide towing and related services for City vehicles and equipment, as well as providing towing and related services for abandoned nuisance vehicles, abandoned motor vehicles, junked vehicles, motorist assists, vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest, vehicles obstructing traffic, and vehicles involved in traffic accidents, including motorcycles.
3. The contractor shall provide immobilization and impoundment services, on an as-needed basis upon request of City personnel.
4. No calls for towing service may be referred or subcontracted to any other towing services or operator except on prior written approval by City personnel. In the case of an emergency that involves the need to tow multiple vehicles at the same time, prior written approval will be waived.

## EXHIBIT A

5. The contractor shall provide two (2) phone numbers, one (1) main and one (1) alternate for all requests for towing service. The phone number provided shall be answered 24 hours a day, seven days a week including holidays.
6. Contractor shall respond to all calls on-scene within thirty (30) minutes of notification by City personnel or Washington County Communications/911 Dispatch. If needed, additional trucks shall respond on-scene within thirty (30) minutes of notification by City personnel.
7. In the event that the contractor is unable to provide towing services as requested by the City, contractor shall immediately advise the requesting department in order that additional towing services may be obtained.
8. All contractor vehicles dispatched to an incident or accident scene shall park at least one hundred feet (100') away from the scene in a safe position until instructed by a Brenham Police Department police officer to begin the towing or motorist assist process.
9. Upon arrival at the scene of any vehicle accident, the contractor shall promptly remove from the roadway all debris, including glass, resulting from the accident and dispose of said debris in an appropriate manner. In doing so, the contractor shall comply with all traffic laws and regulations and any direction of City law enforcement or other public safety officers shall exercise reasonable care in performing such work.
10. Upon arrival at the scene of any vehicle accident, the contractor shall promptly cause the absorption and removal of vehicle fluid spilled on roadways as a result of the accident. In doing so, the contractor shall comply with all traffic laws and regulations and any direction of City law enforcement or other public safety officers, and shall exercise reasonable care in performing such work.
11. Before towing a vehicle, the contractor shall check the following items to verify accuracy and completeness:
  - i. Verify license number, year, make and body style of vehicle if possible;
  - ii. Inspect the vehicle prior to towing and ensure that the law enforcement officer has marked all significant damage, items missing off the vehicle and any and all property therein.
12. The contractor shall do everything possible to minimize further damage to vehicles.
13. All vehicles towed from the scene of a collision shall either be delivered to the locations specified by the owner/driver or delivered immediately to the contractor's storage facility. No inoperable vehicles may be left illegally parked on a public street or alleyway. All City owned vehicles shall be delivered as directed by City personnel.
14. Contractor shall make available competent supervision of employees to assure complete and satisfactory fulfillment of the work and the terms of the contract. A capable, fully authorized representative of the contractor shall be available during all work activities to receive any and all instructions from the City.
15. Contractor shall be thoroughly familiar with all safety measures pertinent to towing and impounding vehicles. This shall include, but not be limited to, any local, City, County, State, and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall continue throughout the term of the contract. Contractor shall comply with all changes in City ordinances, State or Federal laws within thirty (30) days after said change is made or sooner, if required. Contractor shall be responsible for instructing employees in all measures and compliance

## EXHIBIT A

16. Contractor shall be required to wear reflective wear at all times. Operator shall wear reflective vest, coats or shirts defined by Federal regulation 23-CFR-634 (ANSI/ISEA 207-2006) while on the scene of any incident or accident.
17. Contractor shall at no time permit use of equipment in a manner as to create a safety hazard. In peak periods of towing calls (e.g. during icy or rainy weather conditions), the contractor shall keep tow trucks within the city limits to respond to incidents and accidents occurring in the city limits of Brenham.
18. Contractor shall send all notices and file all forms required by law with respect to the storage or disposition of motor vehicles towed pursuant to the contract, whether the notice or form is required to be filed by contractor, the City, or applicable law or regulation.
19. Contractor shall operate as an independent contractor and not as an agent, representative, servant or employee of the City. Contractor shall be solely responsible for the acts and omissions of its officers, agents, contractors, subcontractors, servants and employees, and nothing in any agreement shall be construed as creating a partnership or joint enterprise between the City and contractor.
20. The City, acting through the Public Works Director (or designee) or a Brenham Police Officer at the incident location (or the BPD police officer's supervisor), shall refer exclusively to the contractor all requests for towing services, except in the following instances:
  - i. When contractor cannot perform towing due to limitations of its equipment, or the scope of the needed services exceed the reasonable capability/capacity of the contractor;
  - ii. When contractor cannot provide the number of tow trucks needed;
  - iii. When contractor fails to timely respond to a request;
  - iv. When the owner of a vehicle requests a particular towing company and circumstances permit the Brenham Police Department to accommodate the request without endangering the public or hindering the work of the Police Department; or
  - v. In the case of emergencies or other urgent circumstances requiring services, in the City's sole and absolute discretion, in addition to or in lieu of contractor.
21. The City of Brenham will not be responsible for any fees associated with towing or related services of privately owned vehicles. Invoices for the towing of City-owned vehicles shall be mailed to P. O. Box 1059, Brenham, TX 77834 or emailed to the accounts receivable at AP@cityofbrenham.org within fourteen (14) days of the provided service, and the invoice shall contain details of vehicle towed, the date and time of service, and an itemized listing of all service rendered.

### **B. Equipment Requirements**

1. Contractor agrees to maintain and operate all equipment used to provide service in compliance with Texas statutes and regulations.
2. Contractor shall have a minimum of two (2) light or medium duty tow trucks with a minimum of 10,000 pounds towing capacity, and a minimum of one (1) additional light

## EXHIBIT A

- or medium duty tow trucks with the same towing capacity available to respond to the tow location within thirty (30) minutes upon request by City personnel.
3. Contractor shall have a minimum of one (1) heavy-duty tow truck having a towing capacity up to 100,000 pounds, and a minimum of one (1) additional heavy-duty tow truck with the same towing capacity available to respond to the tow location within thirty (30) minutes upon request by City personnel. The additional heavy-duty tow truck may be contracted to another tow company at the contractor's discretion. The sub-contracted heavy-duty tow truck must meet all safety standards and requirements, which apply to the contractor. The sub-contractor must deliver any towed vehicle(s) to the contractor's listed storage facility and the contractor is responsible for any fees to be charged by the sub-contractor.
  4. Only factory tow trucks, or tow trucks equivalent to factory tow trucks in parts, function and modernity, not exceeding twenty (20) years in age (unless the tow truck is inspected and approved by the City's designated representative for further services) may be used to provide services under this contract.
  5. Each tow truck must be equipped with the following items, in good working condition:
    1. At least one (1) 10-pound or two (2) 5-pound multiple purposed fire extinguishers.
    2. Magnetic tow lights, unless wireless, with appropriate cable and cushions to protect vehicle finish.
    3. Tow dollies
    4. Straps and tie downs
    5. Gloves
    6. Wheel chocks
    7. 5-gallon trash receptable
    8. Broom and shovel
    9. 36-inch crowbar
    10. Triangle reflectors, flairs, cones, and emergency overhead lights
    11. A uniform must be worn by tow company personnel that is clearly marked with the tow company's name as it appears in departmental records.
    12. A reflective vest or reflective jacket that meets ANSI/ISEA 207-2006 requirements for high visibility safety apparel.
    13. One (1) 5- gallon bucket with absorbent
    14. Winch cables in good condition; no excessive damage.
    15. Original towing operator license issued by TDLR
    16. Signage on truck that displays the TDLR permit holder's name, telephone number, city and state, and the permit number of the truck in letters at least 2-inches high, contrasting with background and permanently affixed in conspicuous places on both sides of the truck.
    17. City Non-Consent Tow decal located in lower right-hand corner of windshield.
    18. Cab card certificates.
  6. Please Indicate if towing company owns and operates its own Rotator in their fleet.

## EXHIBIT A

### **C. Facility Requirements**

1. Contractor shall provide one (1) or more locked and licensed vehicle storage facilities for the storage of towed motor vehicles, adequate to store a minimum of 100 vehicles on a minimum of two (2) acres. The storage facility shall be lighted at night, have a security fence and recorded video monitoring in the secured area. OPERATOR shall provide one (1) or more licensed vehicle storage facilities located within Washington County for storage of motor vehicles impounded or towed pursuant to this Contract. OPERATOR shall maintain a locked and secure vehicle storage facility for all impounded and towed vehicles. Storage facilities servicing this contract shall be located within Washington County.
2. Contractor agrees to provide tow/safekeeping services in such vehicle storage facility for all seized and/or forfeiture vehicles awaiting court decision at no cost to the City or courts.
3. Contractor shall comply with a request by the owner of a vehicle to deliver the vehicle to a garage keeper (as defined in TEX. TRANSP. CODE ANN. §683.001(2), as amended).
4. Contractor shall not be obligated to release possession of a towed vehicle to anyone other than a garage keeper unless the full towing fee is paid in advance in cash, or by credit or debit card, nor shall the contractor be obligated to deliver any vehicle to a location outside the city limits of Brenham.
5. Contractor agrees to operate all storage facilities pursuant to the Texas Vehicle Storage Facility Act, TEX. OCC. CODE ANN. Chapter 2303, as amended.

### **D. Personnel Requirements**

1. Contractor shall employ and maintain sufficient personnel and staffing to operate a minimum of two (2) tow trucks at all times and shall have two (2) additional tow truck drivers available to respond to the tow location within thirty (30) minutes upon request by City personnel.
2. Contractors shall conduct a thorough background investigation of all personnel, including a check of both driving record and criminal history, and shall not assign to operations within the City at any time personnel who have been convicted of any crime of moral turpitude, burglary or theft, any felony, a DWI, or DUI. In addition, no personnel shall have any history of addiction or abuse of alcohol, substance abuse, or reckless or negligent driving, or who otherwise demonstrate that it would be unsafe for such employees to be allowed to drive.
3. To the extent legally permitted, contractors shall conduct drug testing of employees prior to hire or prior to the initiation of services under this contract, and no employee shall be assigned to operations within the City at any time after positive results for any illegal drug.
4. Every driver providing service shall have a valid Texas Driver's License of the type required for the vehicle operation.
5. Professional Conduct. OPERATOR and its owner(s), employees, agents, and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, Operator, and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be

## EXHIBIT A

considered: (i) to be immoral, unprofessional, discourteous, dishonorable, unlawful, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should OPERATOR or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately upon written notice to OPERATOR of the termination.

### ***III. EVALUATION CRITERIA***

The selection of the contractor will be made based on the proposals from responsible Respondent(s) whose proposal(s) is determined to be the highest evaluated proposal based on evaluation of all proposals and any negotiations, taking into consideration the evaluation factors as set forth below, and in accordance with Texas Local Government Code, Chapter 252.

The evaluation criteria are as follows:

- 25% - Respondent's experience and ability to provide all required services per the specifications defined in Section II above.
- 25% - Respondent's overall proposed pricing to provide services
- 10% - Respondent's approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract
- 10% - Respondent's reputation based on feedback from references and prior experience with the city.
- 10% - Quality, quantity, and location of Respondent's available equipment The City may ask to inspect as part of the evaluation process.
- 10% - Quality and location of Respondent's storage facility(ies) The City may ask to inspect as part of the evaluation process.
- 10% - Quality and quantity of available qualified employees.

Proposals will be reviewed and ranked by an evaluation committee. Oral interviews may be conducted with the top-rated Respondent(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the City of Brenham and are the sole responsibility of the Respondent.

### ***IV. PROPOSAL SUBMITTAL REQUIREMENTS***

Each proposal shall contain all of the items listed below and filed in the same categorical order as listed below. The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, submittals shall be prepared simply and economically, providing straightforward, concise responses to the information below.

- A. Respondent Information Sheet. See attached
- B. Historic Background. Provide a brief historical background on your company's delivery of wrecker services.

## EXHIBIT A

- C. Service Delivery Approach. Provide a brief overview of how you will service the contract.
- D. Compliance with Specifications. State your ability to comply with the specifications stated in Section II above.
- E. Towing Service Contract. State your ability to execute the attached Towing Service Contract, including your ability to comply with the insurance requirements as stated therein.
- F. Reputation. Provide a list of at least three (3) references that can attest to your ability to comply with the scope of services listed in this RFP. The list should include the business/entity name, contact name, phone number, and email address.
- G. Equipment. Provide a list with photos of the tow trucks that will be utilized to service this contract. At a minimum, the following information should be provided for each truck: model, year, towing capacity, current mileage, and location from which it would be dispatched.
- H. Storage Facilities. Provide a list with photos of your secure storage locations that will be utilized to service this contract. At a minimum, the following information should be provided for each location: address, size, security provisions, storage capacity, years in service, and number of vehicles currently stored at the location.
- I. Personnel. Provide a list of current employees qualified to perform towing services. The list should include employee name, certification/licenses, and years of experience providing towing services, years with Respondent's company.
- J. Proposed Fee Schedule. See attached
- K. Credit Check Authorization. See attached
- L. Conflict of Interest Questionnaire. See attached (Submit only if applicable)

### ***V. PROPOSAL SUBMISSION***

One (1) unbound original and two (2) copies of the proposal should be submitted in a sealed envelope clearly marked "RFP 26-001 Wrecker and Towing Services" DO NOT OPEN, no later than 10:00 AM Thursday, February 26, 2026. Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**

200 W. Vulcan Street  
Suite 203  
Brenham, TX 77833

**Mail to:**

P.O. Box 1059  
Brenham, TX 77834-1059  
ATTN: City Secretary

**Ship to (FedEx, UPS, DHL, etc.):**

200 W. Vulcan Street  
Brenham, TX 77833  
ATTN: City Secretary

Proposals will be received and publicly acknowledged in the Purchasing Department at the date and time stated on the cover of this RFP. Respondents, their representatives and interested persons may be present. The proposals shall be received and acknowledged only to avoid disclosure of the contents to competing Respondents and shall be kept confidential during negotiations. All proposals **shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the statement of proposals and identified by Respondent as such.**

## VEHICLES AND EQUIPMENT

List Contractor's and Sub-Contractor's vehicles and equipment owned or leased that would be used in providing the services. Demonstration of the vehicles and equipment offered may be required and must comply with all governing regulations.

YEAR	EQUIPMENT	MAKE / MODEL	TRUCK SIZE

## VEHICLE STORAGE FACILITY SITES

The following facility locations will be utilized for the storage of vehicles.

FACILITY NAME	FACILITY ADDRESS/LOCATION	LIMITATIONS/SECURITY PROVISIONS

## PERSONNEL

The following Personnel will be utilized and are qualified in provision of the services and will comply with all the terms and conditions of this Request for Proposals.

Employee Name and Address	Driver's License #	Job Title

## SUB-CONTRACTORS

The following Sub-contractors will be utilized in provision of the services and will comply with all the terms and conditions of this Request for Proposals.

Company Name and Address	Phone	Email

## HISTORICAL DATA

YEAR	REGULAR VEHICLES IMPOUNDED	HEAVY DUTY VEHICLES IMPOUNDED	CITY VEHICLES IMPOUNDED

EXHIBIT A

HOUSE BILL 89 VERIFICATION

I, BRIAN KLINTWORTH, the undersigned representative of  
(Individual's Name)  
BDS TOWING & RECOVERY LP,  
(Business or Company)

Hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.01, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

By my signature, I affirm the information provided on this form is accurate to the best of my knowledge.

  
Authorized Signature  
BRIAN Klintworth  
Print/Type Name


  
Title  
2-25-26  
Date

EXHIBIT A

**PROPOSAL SUBMISSION AUTHORIZATION**

An authorized representative must sign proposals, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.

If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.

If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.

If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.

The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

Agrees that the submittal is complete and all required information/forms were submitted.

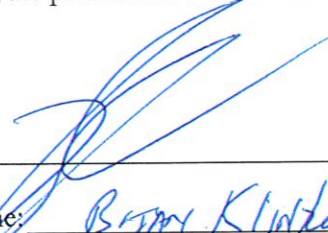
Agrees that the bid package was fully reviewed and fully understands the requirements.

Agrees to the Terms and Conditions as included in this bid packet and have noted any exceptions.

Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.

Will supply all required insurance and execute contract within the time stated on the notice of award.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP and during the performance of the Wrecker and Towing Services , once executed.

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

Printed Name: Benny Kintworth \_\_\_\_\_

Title: Owner \_\_\_\_\_ Date: 2-25-26 \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

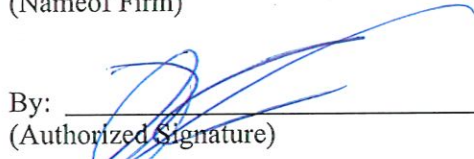
STATE OF Texas

COUNTY OF BRAZOS

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

**RFP NO. 26-001 – Wrecker and Towing Services**

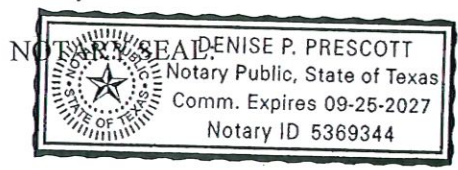
BDS Towing & Recovery LP  
(Name of Firm)

By:   
(Authorized Signature)

Title: Owner

Sworn to before me this 25<sup>th</sup> day of February, 2026.

  
Notary Public



## EXHIBIT A

### **Statement Regarding Fuel Delivery, Tire Change, and Wheel Lock Boot Services**

BDS Towing & Recovery respectfully advises that we will not be performing fuel delivery, tire change, or wheel lock boot services as listed on the tow fee schedule associated with this RFP contract.

After careful consideration, our company has determined that providing roadside fuel deliveries and tire change services presents liability exposures that fall outside of our operational risk management guidelines and insurance parameters. In order to maintain compliance with our internal safety policies and to protect both the City and our organization from unnecessary risk, we have elected to limit our services strictly to towing and recovery operations.

Additionally, BDS Towing & Recovery does not perform wheel lock boot services, as such services require a separate and specific license issued by the Texas Department of Licensing and Regulation (TDLR). We do not hold the additional licensing necessary to provide booting services and therefore will not be offering this service under the proposed contract.

BDS Towing & Recovery remains fully committed to providing professional, timely, and safe towing and recovery services in accordance with the requirements outlined in this RFP. We appreciate the opportunity to participate and look forward to serving the City within the scope of services we are qualified and licensed to perform.

EXHIBIT A

**PROPOSED FEE SCHEDULE**  
**Privately owned 10,000GVW or less**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of <b>10,000 GVW or less</b> , including motorcycles, towed to any storage facility within the city limits of Brenham or to contractor's storage facility, by request of the owner, City personnel or the Brenham Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$255.00
2. At the Police Department's request, price for <b>privately owned</b> vehicles having a rated capacity of <b>10,000 GVW or less</b> , towed to the Brenham Police Dept located at 1800 Longwood Dr., Brenham, TX, for <b>evidence processing with subsequent towing</b> of the same vehicle to contractor's storage facility or some other location within the City of Brenham as designated by the Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$0.00
3. Motorist Assist Passenger vehicles under 10,000 lbs fixing flat tires	EA	N/A: See explanation
4. Motorist Assist Passenger vehicles under 10,000 lbs providing fuel	EA	N/A: See explanation
5. Passenger vehicles under 10,000 lbs unlocking vehicles	EA	\$100.00
6. Price for winching or off-road recovery	EA	\$150.00 Minimum 100ft from pavement
11. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼ HR	\$35.00
12. Price for working time – defined as any work completed other than hook-up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼ HR	\$50.00 Per Personnel
13. Price for the use of dollies or flat bed	EA	\$75.00 Dollies \$255.00 Flatbed
14. Price for up-righting an overturned vehicle	EA	\$75.00
15. Price for installing or uninstalling wheel lock boot (per call out)	EA	N/A: See explanation
16. Price for high water recovery (knee-deep or higher)	EA	\$100.00 See additional equipment
17. Price for privately-owned vehicles, having a rated capacity of <b>10,000 GVW or less</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT-PER DAY	\$0.00

EXHIBIT A

**PROPOSED FEE SCHEDULE  
Privately Owned 10,001-39,999 GVW**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> towed to any storage facility within the city limits of Brenham or to contractor's storage facility, at the request of the owner, City personnel or Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$375.00
2. Medium Vehicles 10,001-39,999 lbs. fixing flat tires	EA	N/A: See explanation
3. Medium Vehicles 10,001-39,999 lbs. providing fuel	EA	N/A: See explanation
4. Medium Vehicles 10,001-39,999 lbs. unlocking vehicles	EA	\$200.00
5. Price for winching or off-road recovery	EA	\$200.00
6. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼HR	\$125.00
7. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼HR	\$75.00 Per Personnel
8. Price for the use of dollies or flat bed	EA	\$350.00 Per hour- Landall
9. Price for up-righting an overturned vehicle	EA	\$200.00
10. Price for installing or uninstalling wheel lock boot (per call out)	EA	N/A: See explanation
11. Price for high water recovery (knee-deep or higher)	EA	\$250.00 See additional equipment
12. Price for privately-owned vehicles, having a rated capacity of <b>over 10,000 GVW</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT PER DAY	\$0.00

EXHIBIT A

**PROPOSED FEE SCHEDULE**  
**Privately Owned 40,000 GVW or greater**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> vehicles having a rated capacity of <b>40,000 GVW or greater</b> towed to any storage facility within the city limits of Brenham or to contractor's storage facility, at the request of the owner, City personnel or Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$550.00
2. Large Vehicles 40,000 lbs. and over fixing flat tires	EA	N/A: See explanation
3. Large Vehicles 40,000 lbs. and over providing fuel	EA	N/A: See explanation
4. Large Vehicles 40,000 lbs. and over unlocking vehicles.	EA	\$275.00
5. Price for winching or off-road recovery	EA	2.5Cents Price per pound
6. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	EA	\$175.00
7. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼HR	\$175.00
8. Price for the use of dollies or flat bed	¼HR	\$450.00 Per hour- Landall
9. Price for up-righting an overturned vehicle	EA	\$500.00 Per hour : Per Truck
10. Price for installing or uninstalling wheel lock boot (per call out)	EA	N/A: See explanation
11. Price for high water recovery (knee-deep or higher)	EA	\$250.00 See additional equipment
12. Price for privately-owned vehicles, having a rated capacity of <b>over 40,000 GVW</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT PER DAY	\$0.00

EXHIBIT A

**PROPOSED FEE SCHEDULE  
City Vehicles**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all City owned vehicles having a rated capacity of 10,000 GVW or less, towed to the City of Brenham Fleet Services Dept, located at 506 S. Austin, Brenham, TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$95.00
2. Price for all City owned vehicles having arated capacity from 10,001-39,999 GVW, towed to the City of Brenham Fleet Services Dept, located at 506 S Austin, Brenham, TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$250.00
3. Price for all City owned vehicles having a rated capacity of 40,000 GVW or greater, towed to the City of Brenham Fleet Services Dept, located at 506 S Austin, Brenham TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up, and disconnect fees)	EA	\$450.00
4. Price for all City owned vehicles having a rated capacity from 10,001-39,999 GVW, towed from the City of Brenham Fleet Services Dept to a repair shop, possibly outside the City of Brenham	Per Mile	\$7.00
5. Price for all City owned vehicles having a rated capacity of 40,000 GVW or greater, towed from the City of Brenham Fleet Services Dept to a repair shop, possibly outside the City of Brenham	Per Mile	\$11.00
6. Price for winching or off-road recovery	EA	\$150.00 Light \$250.00 Medium \$450.00 Heavy
7. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼ HR	\$35.00 Light \$75.00 Medium \$150.00 Heavy
8. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼ HR	\$75.00 Per Personnel
9. Price for the use of dollies or flat bed	EA	See additional
10. Price for up-righting an overturned vehicle	EA	\$150.00 Light \$250.00 Medium \$450.00 Heavy
11. Price for installing or uninstalling wheel lock boot (per call out)	EA	N/A: See explanation
12. Price for high water recovery (knee-deep or higher)	EA	See additional

EXHIBIT A

**PROPOSED FEE SCHEDULE**  
**Miscellaneous**

1. Price for notification letters required to be sent pursuant to Texas law	EA	\$50.00
2. Credit Card fee if applied	%	3.6
<b>List any additional fees that could be considered that are not listed above</b>		
1. Rubber Tire Loader, Bobcat Skid Steer, Forklift, Mini Excavator, & Street Sweeper (Per Hour)		\$ 300.00
2. 14 ft Gas Powered Flat Bottom Boat Recovery (Water Recovery) (Per Hour)		\$ 300.00
3. Recovery Trailer plus supplies (Per Hour)		\$ 350.00
4. D7 Dozer w/winch (Per Hour) - For offroad recoveries		\$ 500.00
5. Landoll (Hydraulic Tilt Trailer) & Haul Truck (Per Hour)		\$ 300.00
6. RGN Trailer & Haul Truck (Per Hour)		\$ 300.00
7. Cat. 320 Excavator (Per Hour) - For offroad recoveries		\$ 500.00
8. D4 Dozer (Per Hour) - For offroad recoveries		\$ 250.00
9. Reefer (Refrigerated Trailer Unit) - Provides storage for goods recovered from accident (Per Day)		\$ 450.00
10. Gooseneck Dump Trailer, High-Side End Dump Trailer, & Round Bottom End Dump Trailer (Per Hour) - For debris clean-up		\$ 300.00
11. Air Lifting Recovery Bags (Per Hour)		\$ 500.00
BK 12. Vehicle lockouts (flat rate for all unlocks) (KJB 4/27/26)		\$ 100.00

EXHIBIT A

**ADDENDA**

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

<b>Addendum No.</b>	<b>Date Issued</b>	<b>Date Received</b>	<b>Initials</b>

**RESPONDENT INFORMATION SHEET**

<b>Company Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**Historic Background of Company** - Provide a brief historic background on your company's delivery of wrecker services.

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**Service Delivery Approach** - Provide a brief overview of how you will service the contract.

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**Compliance with Specifications** - State your ability to comply with the specifications stated in Section II above.

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**List of accredited certifications by employees for your company**

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**How would your company handle a multi-18-wheeler accident with 2 passenger cars included. All vehicles needing tows. Include your company's capacity and if partnering would be available or needed.**

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EXHIBIT A

MISCELLANEOUS FORMS  
NO BID SHEET FOR  
RFP NO. 26-001

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Brenham

Purchasing Department

PO BOX 1059

Brenham, Texas 77834

**Please check the items that apply:**

Do not sell the item(s) required.

Cannot be competitive.

Cannot provide Insurance required.

Cannot meet the Specifications highlighted in the attached Bid.

Cannot provide Bonding required.

Cannot comply with Indemnification requirements.

Job too large.

Job too small.

Do not wish to do business with the city.

Other reason.

Other reason.

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

Authorized Officer or  
Agent Signature: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

## EXHIBIT A

### QUESTIONNAIRE

*All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.*

GENERAL CONTACT INFORMATION					
<b>Primary Contact:</b>		<b>Title:</b>			
<b>Vendor Name:</b>					
<b>Vendor Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Phone:</b>			<b>Fax:</b>		
<b>Email:</b>				<b>Tax ID:</b>	

*Provide at Least 3 References, including contact name, agency name, title, phone number and email of those you have provided similar services in the past three (3) years. This information will be used in the evaluation of your proposal.*

REFERENCE #1					
<b>Reference Name:</b>		<b>Title:</b>			
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		
REFERENCE #2					
<b>Reference Name:</b>		<b>Title:</b>			
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		
REFERENCE #3					
<b>Reference Name:</b>		<b>Title:</b>			
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		

EXHIBIT A

LEGAL INFORMATION				
Has your firm failed to complete a contract?	Yes		No	
<i>If yes, please identify the project and date:</i>				
Do you have any litigation issues pending in the last three (3) years?	Yes		No	
<i>If yes, please explain:</i>				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No	
<i>If yes, please explain:</i>				

BILLING				
What is the timeframe an invoice should be expected after services/commodities are delivered?				
Days		Weeks		Months
Briefly explain how your business maintains and executes a service schedule for various locations:				

## EXHIBIT A

EXPERIENCE			
How many years has your company been involved in providing these types of commodities or services?			
Years:		Months:	
Do you have a corporate office, branch office or warehouse located in Washington County?	Yes		No
Address if different from above:			
Please list all government entities your firm has worked with in the past three (3) years:			

**TERMS AND CONDITIONS FOR PROPOSALS**

**Definitions:**

In order to simplify the language throughout this request for proposals, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Proposer(s) of this proposal request.

**Instructions:**

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

**Form:**

Proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with prices extended when practical. **PROPOSER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

**Bid Return:**

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

**Late Proposal:**

Proposals must be received by the Purchasing Department prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

**Acceptance:**

The City of Brenham reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the proposer’s current violation of any City ordinance, the proposer’s current inability to satisfactorily perform the work or service, or the proposer’s previous failure to timely perform its obligation under a contract with the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All proposers are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the proposer as it relates to proposer’s ability to perform the contract for the City, the delivery date, the reputation of the proposer and the proposer’s goods or services, the quality of the proposer’s goods or services, the extent to which the goods or services meet the City’s needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the proposer’s goods or services, the proposer’s past performance under contracts with

## EXHIBIT A

the City, the proposer's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate proposals on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

### **Award of Contract:**

The contract may be awarded to the proposer who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the proposer and of the proposer's goods or services;
- c. the quality of the proposer's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the proposer's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the proposer's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single proposer; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to three (3) additional one (1) year terms (four (4) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

## EXHIBIT A

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the proposer's list for receiving future proposals.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

### **Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

### **Error-Quantity:**

Proposals must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

### **Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

### **Variations/Conflicts:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

In the case of any conflict between these Terms and Conditions and the Contract between the City and the successful Proposer, the provisions of the Contract shall control.

### **F.O.B. – Damage**

Proposals will not be considered unless proposals include F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, proposer must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

### **Firm Prices:**

Proposers must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold proposal prices firm for the duration of the Contract. Sealed competitive proposals may be negotiated, amended or changed after the proposal opening date.

### **Cooperative Agreements:**

Successful proposer agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

### **Authorized Signature:**

Proposals must show full firm name and mailing address of proposer and be manually signed by an authorized representative of the proposer. Firm name and authorized signature should appear on

## EXHIBIT A

each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that proposer has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

### **Withdrawal-Alteration Of Proposals:**

Proposals cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

### **Lump Sum Proposals:**

Lump sum proposals will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum proposals will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

### **All-Or-None Proposals:**

All-or-none proposals will be considered only if proposer quoted prices on all items requested. If a proposer desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none proposals will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

### **Payment Of Invoices:**

Invoices must be submitted by the successful proposer to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

### **Cash Discounts:**

Proposers may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

### **Delivery:**

Proposals must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding proposals. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and proposer's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

### **Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by,

## EXHIBIT A

arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

### **Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Patents, Franchises, etc.:**

The successful proposer agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

### **No Proposals:**

If proposer is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if proposer desires to bid on future purchases.

### **Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Proposers are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Proposers failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or

reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

### **H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

### **No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or

## EXHIBIT A

services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hardship on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

### **Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

### **Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor’s insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor’s insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers’ Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) “Claims Made” policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as “Additional Insured” to the General Liability policy. The coverage shall contain no special

## EXHIBIT A

- limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
  - h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
- a) Statutory
7. Liquor Liability Insurance
- a) Limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.
8. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
- a) The company is licensed and admitted to do business in the State of Texas.
  - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
  - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
  - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

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

**DEFINITIONS:**

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

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

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

## EXHIBIT A

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  - 1. a certificate of coverage, prior to the person beginning work on the project; and
  - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

## EXHIBIT A

**INSURANCE:** Contractor agrees to procure and maintain, during the term of this Contract the following insurance coverage:

- (1) Worker's Compensation Insurance – on behalf of itself, its partners, and all employees directly or indirectly employed by Contractor who are to provide a service under this Contract of limits no less than as required by law.
- (2) Comprehensive/Commercial General Liability:
  1. Bodily Injury Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  2. Property Damage Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  3. Total Aggregate: \$1,000,000.00

This coverage shall include all vehicles owned or non-owned that are operating under Contractor's operating permit.
- (3) Cargo/On-Hook \$50,000 per unit
- (4) Garagekeeper's Liability \$30,000 per unit

If Federal, State or local law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the applicable law. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Texas.

The Public Works Director of the City of Brenham shall be notified at least thirty (30) days prior to the cancellation of said insurance by the insurance company. The City of Brenham shall be included as insured.



City Council Regular Meeting  
**AGENDA ITEM 12**

**Agenda Item:** Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and M2L Associates Inc Related to the Brenham Family Park Playground/Amenities Project and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** Public Works

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

**SUMMARY STATEMENT:**

This professional services agreement is entered into between the City of Brenham and M2L Associates. Under this agreement, M2L Associates will provide landscape architectural plans, bidding, and construction management services to the City for an open space playground and amenity project. This open play space will be located within Brenham Family Park. This project is not included in, nor funded by, the Brenham Family Park Project grant. However, it is intended to be coordinated with the park's overall construction schedule, with the goal of completion within the same timeframe. M2L will work with the City of Brenham to add an open-space playground that serves kids of all ages and disabilities. This will be a great amenity that will be different than any other play space in our Brenham Park System. It will add to the Brenham Family Park Project and be an attraction for the youth and families who visit the park.

We are able to accomplish this through a donation for this specific project. Once finished, we will have a ribbon cutting and dedication for all to enjoy. M2L has worked on other aspects of the park with Quiddity, so they are familiar with the park design as well as the overall park layout and expectations in regard to usage and flow.

The professional services agreement is for \$127,000.00. This agreement has been reviewed by the city attorney and, once signed, we will proceed with design and coordination with parks staff as well as involve the Betts family representatives. The play area and amenities will be around the \$1M-\$1.3M range. I have included examples of similar play areas which we will be looking at to take ideas from to make our project unique and fit within the park.

**ATTACHMENTS:**

1. Professional Services Agreement
2. Open Play Space Site Examples

**RECOMMENDATION:**

Approve a Professional Services Agreement between the City of Brenham and M2L Associates Inc related to the Brenham Family Park Playground/Amenities Project in the amount of 127,000.00 and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
LANDSCAPE ARCHITECTURAL SERVICES  
RELATED TO  
BRENHAM FAMILY PARK PLAYGROUND/AMENITIES PROJECT**

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 entered into, and executed by and between the City of Brenham, Texas (the “City”), a home-rule municipal corporation of the State of Texas, and M2LAssociates Inc. (“Consultant”).

**WITNESSETH:**

WHEREAS, the City desires to construct a playground and associated amenities at the Brenham Family Park (the “Project”); and

WHEREAS, the services of a professional landscape architectural firm are necessary to design, provide construction details, and oversee the Project, and

WHEREAS, the Consultant represents that it is fully capable and qualified to provide professional landscape architectural services to the City regarding the Project;

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

**SECTION I  
SCOPE OF AGREEMENT**

Consultant agrees to perform, or cause to be performed, certain professional landscape architectural services as defined in Attachment “A” attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Services,” and for having rendered such services, the City agrees to pay Consultant’s compensation as stated in Section VII.

**SECTION II  
CHARACTER AND EXTENT OF SERVICES**

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

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

**SECTION III  
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same, except that the City shall not use the work product of the Consultant on any project other than this Brenham Family Park Playground/Amenities Project without written consent of the Consultant.

**SECTION IV  
TIME FOR PERFORMANCE**

The time for performance of the Scope of Services is 365 calendar days beginning from the execution date of this Agreement. Upon written request of Consultant, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated, and over which Consultant has no control.

**SECTION V  
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the services hereunder in accordance with the professional skill and care ordinarily provided by competent Consultants or engineers practicing under the same or similar circumstances and professional license, and shall use that degree of skill and care commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Consultant's performance.

**SECTION VI  
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Consultant shall and does hereby agree to indemnify, hold harmless and defend (except the Consultant's duty to defend the City shall not apply to claims against the Consultant's professional liability insurance) the City, its officials, officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the

Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

To the fullest extent permitted by law, City shall and does hereby agree to indemnify, hold harmless and defend the Consultant, its directors, officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the City, or its officers, agents, and employees over which the City exercises control.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## **SECTION VII CONSULTANT'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$127,000.00, as further identified in Attachment "A."

## **SECTION VIII TERMINATION**

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

## **SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS**

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

M2L Associates Inc.  
Attn: Michael Mauer, ASLA  
8955 Katy Fwy., Suite 300  
Houston, Texas 77024

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

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

## **SECTION X LIMIT OF APPROPRIATION**

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

## **SECTION XI SUCCESSORS AND ASSIGNS**

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

## **SECTION XII MODIFICATIONS**

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

## **SECTION XIII ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the City Manager, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Consultant, as defined in

Attachment “A.” These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment “A,” up to the amount authorized in writing by the City Manager.

**SECTION XIV  
CONFLICTS OF INTEREST**

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

**SECTION XV  
PAYMENT TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XVI  
INSURANCE**

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

**SECTION XVII  
MISCELLANEOUS PROVISIONS**

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

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

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

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

E. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, Consultant verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

F. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.


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

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

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary, and M2L Associates Inc., acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CONSULTANT: M2L ASSOCIATES INC.**

By: 

Name: Michael Mauer

Title: Principal

**CITY OF BRENHAM, TEXAS**

---

Atwood C. Kenjura, Mayor

**ATTEST:**

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Jeana Bellinger, TRMC, CMC  
City Secretary



M2L ASSOCIATES INC.  
8955 Katy Fwy., Suite 300  
Houston, Texas 77024  
Tel: (713) 722 8897  
Fax: (713) 722 8048

Urban Planning  
Urban Design  
Landscape Architecture

January 13, 2026

**ATTACHMENT "A"**

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

RE: RE: BTX02501 - Landscape Architectural Professional Services Proposal For Brenham Family Park Playground, Brenham, TX

Dear Dane,

M2L Associates Incorporated is pleased to submit the following proposal to provide landscape architectural services proposal for the proposed Brenham Family Park Playground located in Brenham, Tx. This AGREEMENT is made by and between M2L Associates Incorporated hereinafter referred to as CONSULTANT, and City of Brenham hereinafter referred to as the CLIENT .

The AGREEMENT between the parties consists of the terms and conditions set forth herein. Any changes to this AGREEMENT must be mutually agreed to in writing.

**I. SCOPE OF SERVICES**

A. CONSULTANT shall provide Design Consultation for the following items:

1. Playground
2. Site Furnishings
3. Site Landscaping
4. Site Grading
5. Landscape lighting

B. CONSULTANT shall provide schematic design, design development, construction documentation, and construction phase services, as later described, for the following scope items.

1. Planting plans that identify plant material types, sizes, and locations and layout including soil amendments and temporary staking details.
2. Site interior landscape plan submittal to meet city of Brenham requirements as applicable.
3. Automated irrigation system including the location, types, and sizes of irrigation sleeves, mainlines, laterals, valves, quick couplers, irrigation controllers, and point of connections, and miscellaneous irrigation equipment.
4. Site hardscape layout and design details including landscape walls, railings, planters, fencing, sidewalks and ramps, and misc. landscape structures not a part of habitable buildings The CONSULTANT shall dimension and identify all material types, finishes, colors, and textures.
5. Site signage layout and design details including dimensions and selection of all material types, finishes, colors, and textures to include the following items: Donor Signage Plaque.
6. Site furniture including planter pots, trash receptacles, seat walls, benches, and drinking fountains.
7. Site finished grading and drainage to connect to storm sewer system by others.



7. Site finished grading and drainage to connect to storm sewer system by others.
8. Site finished landscape grading and drainage of planting and/or pedestrian areas. The CONSULTANT will tie into the site civil drainage Work by the CLIENT's civil engineer.
9. The location and type of landscape and hardscape structure lighting, including panel, disconnect switches, mounting details, meter, photoelectric cell, conduit size, type, and layout. Site electrical engineering and circuitry included in this Agreement)
10. Preparation of Division 2 technical specifications.
11. If requested by the CLIENT, the CONSULTANT will prepare the Bidding and Contract Requirements and General Requirements divisions of the specifications generally referred to as Division 1 specifications.
12. Tree Preservation plans and details according to City of Brenham, if applicable.

C. CONSULTANT shall provide the following project and client related services.

1. Obtain and review all available existing site information (provided by CLIENT ) and become familiar with the site's landscape opportunities and constraints
2. Visit and obtain photographic coverage of the project site to get familiar with overall physical site characteristics and the context of the surrounding area.
3. Meet with the CLIENT to discuss the general design approach
4. Prepare estimates of probable construction costs.
5. Coordinate with CLIENT'S other consultants.
6. Regulatory compliance for the CONSULTANT'S Scope of Work and coordination with the CLIENT'S other consultants.

D The CONSULTANT shall engage Infrastructure Associates to provide MEP design services for site lighting.

## II. PROJECT BUDGETS

- A. The CLIENT has provided the CONSULTANT with a project budget in the amount of \$1.2 million including soft costs. The CONSULTANT shall make every effort to conform the Scope of Work to that of the CLIENT provided project budget. If, in the opinion of the CONSULTANT, the project budget is not satisfactory to meet the objectives of the Scope of Work, the CONSULTANT will provide the CLIENT with written notice of such findings in a timely manner.

## III. PROCEDURE

A. Phase 1 SCHEMATIC DESIGN

After authorization to proceed, The CONSULTANT shall prepare schematic design drawings defining the general concept of landscape architectural design as outlined in the scope of services. The CONSULTANT shall review all applicable City of Brenham requirements and submit landscape drawings for governmental review and approval, if applicable.

B. Phase 2 DESIGN DEVELOPMENT

Upon CLIENT'S approval of the schematic development plans and estimate of probable construction cost at the end of the schematic development phase, the CONSULTANT will develop preliminary layout, planting, irrigation plans, construction details, and prepare an updated estimate of probable construction cost.

C. Phase 3 CONSTRUCTION DOCUMENTS

Upon CLIENT'S approval of the schematic development plans and estimate of probable construction cost at the end of the design development phase,



probable construction cost at the end of the design development phase, CONSULTANT will develop working drawings and technical specifications to construct the work and shall prepare a final estimate of probable construction cost. CONSULTANT shall prepare working drawings and technical sections of specifications (CONSULTANT'S STANDARD SPECIFICATIONS) to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and technical sections of specifications, CONSULTANT shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design of estimate of probable construction cost accepted by the CLIENT at the end of the schematic development phase.

D. Phase 4 BIDDING

Upon CLIENT'S approval of the construction drawings and specifications, CONSULTANT will assist the CLIENT with the bidding process to include contractor clarifications and possible addendum. The CONSULTANT shall attend up to one (1) pre-bid meeting, if requested by the CLIENT'S. If requested by the CLIENT, the CONSULTANT, will review proposed bid items for the CONSULTANT's Scope of Work.

E. Phase 5 CONSTRUCTION PHASE SERVICES

1. After the selection of a qualified contractor the CONSULTANT shall monitor the construction site and review the progress and quality of the construction and to determine in general if the construction is proceeding in accordance with CONSULTANT'S design intent and the Construction Documents. On the basis of its observations, the consultant will keep the client informed of the progress of construction. The consultant may recommend to the CLIENT the rejection of work failing to conform to the Contract Documents.
2. CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences or procedures in connection with the work and CONSULTANT shall not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the Contract Documents.
3. The CONSULTANT shall visit the site periodically throughout the construction period or as otherwise stated below. Additional site visits beyond those listed below will be considered Additional Services.

a).	Pre-construction Meeting	1
b).	Weekly Site Visits	10
c).	Substantial Completion Walkthrough	1
d).	Final Completion Walkthrough	1
4. Additional site visits, beyond those stated in item 4 above shall be billed as Additional Services and shall be billed on an hourly basis based up the CONSULTANT's normal billing rates. The CONSULTANT shall seek written authorization from the CLIENT prior to conducting Additional Services.
5. The CONSULTANT shall perform the following Construction Observation procedures:
  - a) Change Orders and/or Construction Change Directives
  - b) Shop Drawings and Submittals
  - c) Certificates of Payment
  - d) Certificates of Substantial Completion and Final Certificate of Payment



d) Certificates of Substantial Completion and Final Certificate of Payment

**IV. BILLING AND PAYMENT**

The CLIENT will pay CONSULTANT a lump sum Fee as shown below. Fees for Professional Services and Reimbursable Costs shall be submitted to the CLIENT by the CONSULTANT monthly and will be due and payable within thirty (30) days from the receipt of said invoice. If the CLIENT objects to all or any portion of the invoice, the CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid within thirty (30) days of date of invoice.

<u>ITEM</u>	<u>PROPOSED FEE</u>
1. Phase 1: Schematic Design	\$ 15,000
2. Phase 2: Design Development	\$ 20,000
3. Phase 3: Construction Documents	\$ 60,000
4. Phase 4: Bidding	\$ 5,000
5. Phase 5: Construction Phase Services	\$ 20,000
6. Additional Service: MEP for site lighting	\$ 4,000
7. <u>Reimbursables expenses</u>	<u>\$ 3,000</u>
TOTAL PROPOSED FEE	\$ 127,000

Project related reimbursable exclude fees for securing authorities' approval, without prior written authorization by the CLIENT. Reimbursable includes but not limits to cost of reproduction including in house CAD plotting; postage; courier; automobile travel at \$0.70 per mile; reasonable travel expenses to job site; long distance calls and faxes.

**V. ADDITIONAL SERVICES**

The CLIENT shall provide the following information or services as required for the CONSULTANT to perform work. The CONSULTANT assumes no responsibility and shall not be liable for the accuracy of such information or services provided by the CLIENT. The CONSULTANT shall provide the following services with written authorization by the CLIENT. Such services shall be paid for by the CLIENT as additional services. Additional services shall be provided on a time and material basis and shall be billed at CONSULTANT'S normal billing rates.:

Additional services include but not limited to the following items:

- (1) Topography and boundary surveys.
- (2) Property legal descriptions.
- (3) Existing site engineering and utility base information.
- (4) Soils, geotechnical, structural, electrical or mechanical engineering services.
- (5) Work, not defined in the scope of services, requested and/or authorized by the CLIENT.
- (6) Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the CLIENT and due to no fault of the CONSULTANT.
- (7) Work performed due to delays as a result of CLIENT decisions or other project reasons and due to no fault of the CONSULTANT.
- (8) Tree Survey.
- (9) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.



CLIENT.

- (10) Grading or cut and fill studies for roads and project areas.
- (11) Fees for approved consultants other than those listed in the Scope of Services.
- (12) Meetings and coordination with government agencies to obtain approval on variances requested by the CLIENT.
- (13) Project engineering to include, but not limited to structural engineering, electrical, civil, and plumbing of landscape features beyond those listed in the Scope of Services.

**VI. POST CONSTRUCTION MAINTENANCE**

The CONSULTANT shall not be responsible for the means, methods, and techniques of the Contractor and/or OWNER/ CLIENT during the required maintenance and warranty periods or subsequent years after the completion of the warranty period.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will be incorporated into the PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES RELATED TO BRENHAM FAMILY PARK PLAYGROUND/AMENITIES PROJECT.

Agreed By and Between:

M2L Associates Inc.

City of Brenham

By: *Michael Mauer*

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

Michael Mauer, ASLA

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

Title: Principal

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

Date: 2/6/2026

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

**ATTACHMENT “B”**

**INSURANCE REQUIREMENTS**

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

7. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate, which insurance shall be maintained for a period that will cover claims made within three (3) years after the substantial completion of the Project.
8. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
  - a) The company is licensed and admitted to do business in the State of Texas.
  - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Department of Insurance.
  - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
  - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.







City Council Regular Meeting  
**AGENDA ITEM 13**

**Agenda Item:** Discuss and Possibly Act Upon RFP No. 26-003 Regarding Alcohol and Concession Services for The Barnhill Center and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** Administration

**Staff Contact:** Megan Mainer, Assistant City Manager

**SUMMARY STATEMENT:**

The Tourism Department published an RFP for alcohol and concession services for The Barnhill Center on January 8, 2026, to alleviate staff time used for purchasing materials, management of services offered, and to reduce annual operating expenses. In FY25, staff estimated a loss of about \$4,051.28 for offering concessions and alcohol in-house, not including staff time. Moving to a contractor for these services and introducing a monthly fee to be charged to the vendor for exclusive rights to sell approved concessions and alcohol items during City of Brenham scheduled events, and serving as the preferred in-house concessions and alcohol provider for all non-City of Brenham events will improve the Tourism Department's financial position.

The request for proposals schedule for advertising and awarding a contract was as follows:

- Issuance of RFP January 8, 2026
- 1st Publication Date January 8, 2026
- 2nd Publication Date January 15, 2026
- RFP Question Deadline January 19, 2026
- Proposal Submission Deadline January 23, 2026

The city received two proposals, one from Cocktails4U (College Station, TX) and Texas Toast (Burton, TX). An evaluation panel consisting of staff reviewed and scored the proposals based on the following criteria:

- Company's Experience: 35%
- Financial Plan & Percentage Split: 35%
- Operations Plan: 15%
- Overall Completeness of Proposal: 10%
- References: 5%

Evaluations were totaled in late February and Cocktails4u was announced as the winning vendor with 249 points (83%). Texas Toast received 237 points (79%).

On March 31, staff met with The Barnhill Center Advisory Board to discuss the RFP and proposed services. The RFP was positively received. Also in March, staff began service agreement negotiations

with Cocktails4U to include a monthly fee to promote an increase in revenue while eliminating expenses related to these services. The finalized Alcohol Beverage & Concessionaire Service Agreement is enclosed in your packet.

**ATTACHMENTS:**

1. Score Sheet 26-003
2. Alcohol Beverage & Concessionaire Service Agreement

**RECOMMENDATION:**

Award RFP No. 26-003 related to alcohol and concession services for The Barnhill Center to Cocktails4U and authorize the Mayor to execute any necessary documentation.



**RFP 26-003 Alcohol and Concession Services**

	<b>Factor</b>	<b>Cocktails 4U</b>	<b>Texas Toast</b>
1	Company Experience	99	71
2	Financial Plan & Percentage Split	65	88
3	Operations Plan	45	33
4	Overall Completeness of Proposal	25	30
5	References	15	15
	<b>Total Score</b>	<b>249</b>	<b>237</b>

**CITY OF BRENHAM  
SERVICES AGREEMENT**

**THE STATE OF TEXAS** §

**COUNTY OF WASHINGTON** §

**Description of Services: Alcohol Beverage & Concessionaire Service Vendor**

This Agreement is made and entered into by the **City of Brenham** (referred to as the "City"), and 4 Bar S Enterprises, LLC a Texas limited liability company dba Cocktails 4U (the "Company"), City hereby engages the services of Company as an independent contractor for Alcohol Beverage & Concessionaire Vendor, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT**

- 1.1. The City hereby agrees to employ CockTails4u and Cocktails4u agrees to perform the necessary services as set forth in RFP 26-003 for Alcohol and Concession Services and the price sheet identified as Exhibit A - Contract Pricing, both documents being attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

**2. TERM OF AGREEMENT; TERMINATION**

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from date of execution **through December 31, 2026 with (2) two additional (1) one- year renewal options.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

**4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

## 5. COMPENSATION

Vendor shall pay the City one hundred dollars a month through December 2026, if contract is renewed for additional years, vendor shall pay the City one hundred dollars and zero cents (\$100.00) a month or 10% of net revenue, whichever is greater, in accordance with the Contract Documents per the submitted Contract Pricing (EXHIBIT A), hereto attached and accepted by the City.

## 6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

## 7. IDEMNITY

### 7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Brenham
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
  1. injury or damage to any property or right
  11. injury, damage, or death to any person or entity
  - m. attorneys' fees, witness fees, expert witness fees and expenses,
  - 1v. any settlement amounts; and
  - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

### 7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE

DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANYWAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required- Statutory by State Law)
Employer's Liability	\$100,000 per occurrence

- (b) Commercial (Public) Liability, including but not limited to:
  - a. Premises/ Operations Combined Single Limit
  - b. Independent Contractors
  - c. Personal Injury
  - d. Products/Completed Operations
  - e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
  - a. Owned/Leased Automobiles
  - b. Non-owned Automobiles
  - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

**(d) Liquor Liability Insurance**

Limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.

**8.2. OTHER INSURANCE REQUIREMENTS**

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

**9. LICENSING**

Vendor shall display TABC Certifications for each server working events.

#### 10. PAYMENT AND PERFORMANCE

The monthly base fee for the initial term shall be one hundred dollars and zero cents (\$100.00) per month. Base fee for the Initial Term shall be invoiced quarterly. All invoices issued under this agreement shall carry a payment term of Net 30, meaning full payment is due within thirty (30) calendar days from the invoice date. No alternative payment terms shall apply unless expressly agreed to in writing by both parties in advance. Renewal terms shall incorporate monthly fee or percentage split whichever is greater referenced above.

City of Brenham  
Attn: Accounts Payable:  
P.O. Box 1059  
Brenham, TX 77834-1059

#### 11. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Washington County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

#### 12. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City. Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

#### 13. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

#### 14. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

CockTails4 U  
5880 Imperial Loop, Suite #10  
College Station, TX 77845

15. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Barnhill Center Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Barnhill Center Manager at:

City of Brenham, Texas  
Attn: Alexandra Dill,  
Barnhill Center Manager  
200 W. Vulcan St.  
Brenham, Texas 77833

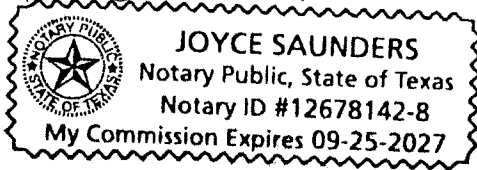
AGREED to and ACCPETED this 27<sup>th</sup> day of April, 2026.

Company 4 Bar S Enterprises  
dba: Cocktails 4 U  
Signature [Signature]  
Print Name Jennifer Slovacek  
Title Owner

THE STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 27 day of April, 2026, by Jennifer Slovacek, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

AGREED to and ACCPETED this \_ day of \_\_\_\_\_, 2026.

City of Brenham

\_\_\_\_\_  
Interim City Manager

Attest:

\_\_\_\_\_  
City Secretary



*Request for Proposals (“RFP”)*  
*Alcohol and Concession Services*

RFP NO. 26-003

EVENT	DATE
Issuance of RFP	Thursday, January 8, 2026
1 <sup>st</sup> Publication Date	Thursday, January 8 2026
2 <sup>nd</sup> Publication Date	Thursday, January 15, 2026
RFP Question Deadline (5:00 p.m.)	Wednesday, January 19, 2026
Proposal Submission Deadline (10:00 a.m.)	Friday, January 23, 2026
Possible City Council Consideration/Award	Thursday, February 5, 2026

***INTENT***

The City of Brenham is seeking proposals from qualified Proposers, hereinafter referred to as “Proposer,” to provide alcohol and concession services for events at the City of Brenham’s Barnhill Center at Historic Simon Theater. The following pages provide general information about the requirements and specifications for the services to be provided. Proposer will provide alcohol and concession services for all events requesting these services. The City or lessee hosting an event at The Barnhill Center at Historic Simon Theater will be given the Proposer’s information as the preferred in-house alcohol and concession service provider; however, the lessee is allowed to select other caterers. The lessee will be responsible for paying Proposer for their services. More information regarding the City of Brenham is available on the City of Brenham website [www.cityofbrenham.org](http://www.cityofbrenham.org)

**RECEIPT AND OPENING OF PROPOSALS**

Proposers shall submit **one (1) original and one (1) copy** of their proposal. The original proposal must be clearly marked “**Proposal for RFP No. 26-003**” and include an original signature, in ink, in order to be accepted. Proposals must be received in the City Secretary’s Office no later than **10:00 a.m. (CST) on Friday, December 19, 2025**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each Proposer submitting a proposal will be read aloud for public record. **Any proposal received after 10:00 a.m. on Friday, December 19, 2025, shall not be considered.**

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**

200 W. Vulcan Street  
Suite 203  
Brenham, TX 77833

**Mail to:**

P.O. Box 1059  
Brenham, TX 77834-1059  
ATTN: City Secretary

**Ship to (FedEx, UPS, DHL, etc.):**

200 W. Vulcan Street  
Brenham, TX 77833  
ATTN: City Secretary

**CONTRACT TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

General Terms and Conditions for request for proposals from the City of Brenham may be found in the Information section of this document. Should any contradiction be found to exist between those terms and conditions and the body of this RFP, the RFP will prevail.

**SERVICE AGREEMENT**

The selected Proposer shall enter into a Service Agreement with the City of Brenham as specified in Exhibit “A” of this RFP.

**ORDINANCES AND PERMITS:**

The Proposer agrees, during the performance of the work, to comply with all applicable Federal, State, or local laws, regulations, codes and ordinances.

## EXHIBIT A

### **STATUS OF INDEPENDENT CONTRACTOR:**

Proposer shall be considered an independent contractor, for all purposes. Proposer will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the City. Proposer will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the City, without prior written consent of the City.

### **SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:**

Should the Proposer subcontract any work, the Proposer shall indicate below the name of each subcontractor and/or supplier the proposer will use in the performance of the Service Agreement. The Proposer shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the City's Purchasing and Public Works Project Manager.

### **INDEMNITY**

The Proposer agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Proposer, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Service Agreement.

### **H.B. 1295 COMPLIANCE**

The selected Proposer for the Service Agreement shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Proposer utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Proposer of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

### **CHAPTER 2270 COMPLIANCE**

The selected Proposer for the Service Agreement shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide confirmation that the

## EXHIBIT A

Proposer does not boycott Israel currently; and will not boycott Israel during the term of the Service Agreement between the selected Proposer and the City of Brenham, Texas. Pursuant to Section 2270.001, Texas Government Code:

Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Proposer of selection by the City Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the Service Agreement.

### INSURANCE

The selected Proposer shall obtain insurance coverage as specified in Exhibit “A” of this RFP and shall maintain coverage in full effect through the duration of the Service Agreement. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of selection by the City.

### ***CHANGES, QUESTIONS, AND INQUIRIES***

Any and all questions regarding this RFP must be submitted in writing and addressed to Kyle Branham, Purchasing and Public Works Project Manager, P.O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate “RFP No. 26-003” in the subject line. It is the sender’s responsibility to verify receipt of email by the Purchasing and Public Works Project Manager. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Wednesday, December 17, 2025.**

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org](http://www.cityofbrenham.org). It shall be the responsibility of interested Proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addenda, if any, will be posted on the City’s website.

## EXHIBIT A

### ***TERM OF CONTRACT***

The Service shall remain in force and effect for a period of one (1) year, beginning the date the Service Agreement is fully executed by the parties. Upon completion of the term of the original Service Agreement and with mutual written agreement of both parties, the Service Agreement may be extended for up to two (2) additional one-year terms, three (3) years total, under the same terms and conditions of the original Service Agreement. In the event a new Service Agreement cannot be executed on or before the anniversary date of the original term or any renewal term, the Service Agreement may be renewed month-to-month until a new Service Agreement is executed.

### ***PROPOSAL FORMAT***

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section described herein below:

#### **TAB A: Provide a Title Page**

Show the RFP subject, the Proposer's name, the address, telephone number, fax number and email address. THE TITLE PAGE MUST BE SIGNED BY AN OFFICER OF THE PROPOSER.

#### **TAB B: Qualifications, Experience and Staffing**

At least one employee fully qualified and experienced in public food and beverage service functions (including alcohol concessions) must be on duty at each concession location during concession operating hours. All employees shall be represented in clean and neat uniforms satisfactory to and approved by The Barnhill Center Manager or their designee. The Proposer's service shall be of the highest quality attainable. The Proposer shall keep all food and beverage service areas clean, orderly and sanitary at all times. These areas must be in kept in strict accordance with all applicable laws, ordinances, rules and regulations.

- Provide information regarding Proposer such as number of employees, number of years in business, how many employees would be available for events, etc.
- Provide an organizational chart of upper management structure.
- Provide evidence that the Proposer has at least three (3) years of management experience in providing food and beverage services. Include a description of events, a valid contact name, address, telephone number, email address and Proposer's involvement in each event.
- A qualified on-site manager is required as part of the Service Agreement. Please provide a job description of the on-site manager. If an individual has not been selected, provide the general qualifications and level of experience required when hiring an on-site manager.
- At all times, a sufficient number of employees shall be scheduled for an event to serve the guests promptly, efficiently and in a courteous manner. Provide the number of employees that your organization proposes to provide for the Service Agreement. Please indicate the number of full-time staff members that are employed. Include information that will describe the handling of multiple events taking place concurrently at The Barnhill Center.

## EXHIBIT A

### **TAB C: References**

- Provide a minimum of three (3) references for similar services provided by Proposer to other customers. Proposers are required to provide pertinent information regarding current references, including valid contact name, address, telephone number and email address.

### **TAB D: Pricing**

- Provide information, including but not limited to, all proposed retail pricing and fees for services and goods sold/provided to patrons.
- Provide the proposed percentage split of net sales between the Proposer and the City of Brenham.

### **TAB E: Financial Stability**

Proposer must have access to sufficient cash on hand during non-banking hours to accommodate points of sale service at any of the facilities as required.

- Provide a financial statement and include a minimum of four (4) financial references.
- Provide a description of the revenue control system that will be utilized at The Barnhill Center, including a description of the audit trail.
- Provide an example of a transaction tracking system form.
- Indicate if Proposer has ever declared bankruptcy or defaulted on any loan or other agreement.
- Indicate whether or not Proposer is bondable.

### **TAB F: Addenda**

Acknowledgement of addenda received, if applicable.

### **TAB G: Required Information**

- Water, heat, gas and electric energy reasonably necessary for the operation of storage facilities and cooking facilities will be provided at The Barnhill Center by the City of Brenham. Proposer will utilize prudent energy management to the satisfaction of the City of Brenham. Please describe how this will be achieved for the City of Brenham.
- Provide copy of current licenses, permits and certifications possessed by Proposer related to the food and beverage services to be provided.

### **TAB H: Operations Plan**

- Describe the proposed operating plan for providing alcohol and concession operations for events held at The Barnhill Center.
- Provide literature, brochures, etc. describing the operations of your organization and any other materials that may be useful in determining the past alcohol and concession operations experience, reputation for quality, cooperation of the Proposer and Proposer's ability to begin and conduct operations as described in the proposal.
- Proposers should provide an outline of programs such as, but not limited to: Alcohol Awareness, i.e. Training for Intervention Procedures for Services of Alcohol ("TIPS"), "TEAMS" training programs, systems and philosophy.

## EXHIBIT A

### **TAB I: Marketing Plan**

Work in coordination with The Barnhill Center Manager for booking, promoting and managing events.

- Provide a description of how Proposer will display alcohol and concession prices during events at The Barnhill Center.

## ***INFORMATION***

### **Overview**

All proposals meeting the minimum qualifications requirements of this RFP will be reviewed and evaluated based on the evaluation criteria described in this RFP document. The selected Proposer will have the exclusive rights to sell approved alcohol and concessions within The Barnhill Center at the Historic Simon Theatre during City of Brenham scheduled events, and will be the preferred in-house alcohol and concession provider for all non-City of Brenham events.

The selected Proposer will have access to kitchen facilities at each designated area to sell and store approved alcohol and concession products, at the direction of The Barnhill Center Manager of their designee. The selected Proposer will be required to operate the facility according to the terms and conditions outlined in the Service Agreement and the Terms and Conditions set forth in this RFP document.

The selected Proposer will maintain, at its own expense, fixed equipment currently installed at The Barnhill Center and replace it with comparable quality equipment as needed, as approved by The Barnhill Center Manager or their designee, at no additional cost to The City of Brenham. See Facility Equipment section herein below for a current list of equipment.

The selected Proposer shall be responsible for a point-of-sale system at Proposer's expense.

### **RFP Terms & Conditions**

This RFP does not commit the City of Brenham to select a Proposer or enter into a Service Agreement. No Proposer or any other party is intended to be granted any rights hereunder. Proposals which, in the sole and absolute discretion of the City of Brenham, do not meet minimum qualification requirements will not be reviewed. This RFP and the process it describes are proprietary to the City of Brenham and are for the sole and exclusive benefit of the City of Brenham. Any response to this RFP will become the property of the City of Brenham and subject to the Texas Public Information Act. The City of Brenham is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

The City of Brenham reserves the right to enter into a Service Agreement on the basis of proposals submitted or to negotiate with selected Proposer for modification of the selected proposal (which

## EXHIBIT A

may include alternate concepts), at the City of Brenham's option. By submission of a proposal, the selected Proposer agrees to be legally bound if the City of Brenham accepts the proposal.

- A. The one (1) year initial term of the Service Agreement will begin upon execution of the Service Agreement by all parties. At the end of the initial term of the Service Agreement, the City of Brenham reserves the right to extend the Service Agreement with the selected Proposer for up to two (2) additional one-year terms upon mutual agreement of both parties.
- B. Utility services will be provided at The Barnhill Center by the City of Brenham under the Service Agreement. Utility usage must not exceed the usual and customary utility usage for each facility.
- C. The Proposer will be responsible for the maintenance, repair and care of all equipment provided by the City of Brenham, including but not limited to the replacement of equipment, upon its failure, with comparable equipment as approved by The Barnhill Center Manager or their designee. A current equipment inventory list is set forth herein below in the section entitled Facility Equipment.
- D. The selected Proposer must meet all state and local regulations governing alcohol and concession preparation, storage, distribution and sale. The selected Proposer must display required licenses and certifications for alcohol and concession services at each facility.
- E. The selected Proposer will be responsible for cleaning all alcohol and concession preparation and distribution service areas inside the facility. Alcohol and concession preparation and distribution facilities are required to meet or exceed Health Department requirements. The City of Brenham may inspect the alcohol and concession preparation and distribution facilities at any time at the discretion of The Barnhill Center Manager or their designee.
- F. The selected Proposer will work directly with The Barnhill Center Manager and his/her designees to resolve outstanding issues in a timely manner.

## EXHIBIT A

### **Alcohol and Concession Operations**

Alcohol and concession operations are a key component to the overall character of The Barnhill Center at the Historic Simon Theatre. The selected Proposer will be required to satisfy the following conditions as part of the alcohol and concession operations.

### **Personnel**

The selected Proposer will be responsible for hiring necessary personnel to conduct the operation of alcohol and concession sales. The selected Proposer will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation, and workers' compensation requirements.

### **Operating Hours**

Hours of operation will vary based upon The Barnhill Center at the Historic Simon Theatre scheduled events and rentals.

### **Menu Items**

The selected Proposer is expected to serve quality alcohol and concessions at a competitive price to meet the needs of The Barnhill Center at the Historic Simon Theatre patrons. All menu items and pricing must be submitted to the City of Brenham's Barnhill Center Manager for approval prior to any product sales. The selected Proposer shall provide, at minimum, the menu of items set forth in Exhibit "B".

### **RFP Overview**

Any and all agreements arising out of proposals submitted hereunder (including any negotiations that follow) will not be binding on the City of Brenham, its officers, employees, or agents unless set forth in a Service Agreement duly executed by the City Manager of the City of Brenham or appointed designee.

A Selection Committee will evaluate each responsive proposal submitted to the City of Brenham. Each proposal will be evaluated according to the following process:

- The first step in the evaluation process will be to determine whether the proposal conforms to the minimum qualification requirements for evaluation. Those proposals failing to meet minimum requirements, including completeness, format and content, will be rejected without further evaluation.
- Proposals not rejected will be submitted to the Selection Committee to be evaluated according to the criteria set forth in the RFP.

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- The proposal evaluation criteria have been established to assist the Selection Committee in determining which proposer will provide the best overall mix of products, service, pricing, choice and quality to the patrons at The Barnhill Center.

<b>CRITERIA</b>	<b>WEIGHT FACTOR</b>
<b>Company's Experience</b>	35%
<b>Financial Plan &amp; Percentage Split</b>	35%
<b>Operations Plan</b>	15%
<b>Overall Completeness of Proposal</b>	10%
<b>References</b>	5%

Pricing must be all inclusive, with no additional charges for shipping, handling, delivery or any other charge not specifically set out and agreed to by the City of Brenham.

EXHIBIT A

**Minimum Qualification Requirements**

This section lists the criteria to be considered in evaluating the ability of Proposers interested in providing the services and/or products specified to be considered for selection. Specific responses to each must be provided in the proposal submittal by initialing each item of the Minimum Qualification Requirements and including the completed Minimum Qualification Requirements form in TAB G of the proposal.

<b><u>Minimum Qualification Requirement</u></b>	<b><u>Initial Acknowledgement</u></b>
Be certified/licensed for the types of services specified and provide copies of those applicable certifications and/or licenses with the proposal submission (TABC License and Food Handlers Permit).	
Provide evidence of management experience for a minimum of three (3) years in providing food and beverage services in Tab B.	
Provide a letter of reference from a banking institution indicating sufficient financial resources to insure complete and proper performance of the Service Agreement in TAB E. A copy of the most recent financial statement covering the last three (3) years of operation is also required in TAB E.	
Comply with all public health regulations to the satisfaction of all authorized Health Department Officers and the City of Brenham. Provide evidence of capacity to acquire all required permits, coordinate with necessary approving/monitoring agencies such as the ability to procure the appropriate alcoholic beverage license/permit to all for the service of malt beverages, wine and mixed drinks. The Proposer shall provide, at its expense, all licenses and permits for the legal sale of alcoholic beverages and other concessions.	
Indicate whether Proposer has the ability to obtain and maintain a full TABC liquor license for both of the facilities as well as the ability to obtain temporary permits for non-licensed areas of the complex. Provide the quantity and type of TABC licenses currently held and how long those licenses have been held by Proposer.	
The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the Service Agreement or any rights thereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub lessee or sub-Proposer. Any attempt, without prior written consent of the City of Brenham, shall be void and shall, at the option of the City of Brenham, be deemed sufficient grounds for the cancellation of the Service Agreement.	

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<p>The Proposer shall sell only foods that comply with all applicable federal, state and local laws, acts, orders or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:</p> <ul style="list-style-type: none"> <li>• The Food and Drug Act</li> <li>• Applicable Meat Inspection Regulations</li> <li>• The Humane Slaughter of Animals Act and Humane Slaughter Regulations</li> <li>• The Official Methods of Analysis and Association of Official Analytical Chemist</li> <li>• The Federal Department of Agriculture-Products Regulation</li> <li>• The Fish Inspection Act and Regulations</li> <li>• Meat and Canned Foods Act</li> <li>• Fresh and Processed Fruit and Vegetable Regulations</li> <li>• The U.S. Grain Act and Grain Regulations</li> </ul>	
<p>The Proposer or its agent will provide and maintain uniforms for all employees. Selection, type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of The Barnhill Center, shall be at the discretion and approval of the City of Brenham. The Proposer must provide a choice of uniform styles and availability at the City of Brenham’s request. The City of Brenham will provide the graphic standards to be followed in this design. The City of Brenham will consider the Proposer to be the sole contact and responsible party for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Proposer’s sole responsibility notwithstanding the fact the City of Brenham’s Barnhill Center Manager or their designee shall have the right to comment on and where necessary, cause Proposer to ensure that all employees meet minimum hygiene and appearance standards.</p>	
<p>The Proposer will employ adequate vendors to guarantee sufficient sales and service.</p>	
<p>The Proposer shall keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by the Proposer during the term of the Service Agreement and to abide by all regulations of the Washington City of Brenham Health Department. All refuse and waste material created by Proposer shall be promptly disposed of by Proposer daily by placing it in the appropriate City of Brenham provided receptacles. Such refuse and waste material is not to be construed to mean containers, wrappers, napkins and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed</p>	

## EXHIBIT A

<p>plastic bags until it is placed in the receptacles.</p>	
<p>The Proposer shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, on-site manager.</p>	
<p>The Proposer shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and, if necessary, discharge any and all personnel working in this operation. The Proposer shall also provide adequately trained relief personnel in the event of absences of primary staff.</p>	
<p>The Proposer must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of customer service, alcohol awareness, positional skills training including, but not limited to, bartending and service techniques, and food/wine service techniques. Provide an outline of the training program details in TAB G.</p>	
<p>The Proposer agrees that if, at any time, the City of Brenham finds that the Proposer's manager or their alternate is unsatisfactory, and such causes and reasons are reported in writing by the City of Brenham to the Proposer, the Proposer shall, within thirty (30) days, unless specifically extended in writing by the City of Brenham, replace the manager with one who is satisfactory to the City of Brenham. At any time, if the Proposer's manager desires to leave The Barnhill Center, Proposer's current designee will provide to the replacement designee such detailed training as necessary and required before replacing the position with current designee.</p>	
<p>The Proposer understands that the City of Brenham requires that all Proposer's employees engaged in the preparing, handling, serving and storing of food meet State and Local Health Department requirements.</p>	
<p>It is understood that any vendor-provided menus, appropriate sales tools and collateral material must be approved by The Barnhill Center Manager.</p>	
<p>Proposer must enter into a Service Agreement with the City of Brenham and shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in Exhibit "A". A sample Service Agreement is set forth in Exhibit "C".</p>	

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### **Facility Equipment**

The inventory of equipment is current as of November 2025 when the inventory was performed. The final equipment list will be inventoried and confirmed in writing by the selected Proposer and The Barnhill Center Manager.

#### **Bullock Ballroom\***

1 refrigerator  
1 freezer  
1 dishwashing sink  
1 ice machine  
1 microwave  
1 coffee maker  
5 coffee pump pots  
1 warmer

#### **Morriss Hall\***

1 refrigerator  
1 dishwashing sink  
1 ice machine  
1 warmer  
1 microwave  
\* 4 blenders (portable)

EXHIBIT A

**PROPOSAL SUBMISSION AUTHORIZATION**

- An authorized representative must sign proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

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

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

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

**NON-COLLUSION CERTIFICATE**

STATE OF \_\_\_\_\_

CITY OF BRENHAM OF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

**RFP NO. 26-003– Alcohol & Concession Services**

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

NOTARY SEAL:

Difference

## EXHIBIT A

# TERMS AND CONDITIONS FOR PROPOSALS

### Definitions:

In order to simplify the language throughout this request for proposals, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Proposer(s) of this proposal request.

### Instructions:

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

### Form:

Proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with prices extended when practical. **PROPOSER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

### Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

### Late Proposal:

Proposals must be received by the Purchasing Department prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

### Acceptance:

The City of Brenham reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the proposer's current violation of any City ordinance, the proposer's current inability to satisfactorily perform the work or service, or the proposer's previous failure to timely perform its obligation under a contract with the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All proposers are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the proposer as it relates to proposer's ability to perform the contract for the City, the delivery date, the reputation of the proposer and the proposer's goods or services, the quality of the proposer's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the proposer's goods or services, the proposer's past performance under contracts with

## EXHIBIT A

the City, the proposer's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate proposals on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

### **Award of Contract:**

The contract may be awarded to the proposer who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the proposer and of the proposer's goods or services;
- c. the quality of the proposer's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the proposer's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the proposer's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single proposer; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

## EXHIBIT A

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the proposer's list for receiving future proposals.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

### **Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

### **Error-Quantity:**

Proposals must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

### **Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

### **Variations/Conflicts:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

In the case of any conflict between these Terms and Conditions and the Contract between the City and the successful Proposer, the provisions of the Contract shall control.

### **F.O.B. – Damage**

Proposals will not be considered unless proposals include F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, proposer must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

### **Firm Prices:**

Proposers must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold proposal prices firm for the duration of the Contract. Sealed competitive proposals may be negotiated, amended or changed after the proposal opening date.

### **Cooperative Agreements:**

Successful proposer agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

### **Authorized Signature:**

Proposals must show full firm name and mailing address of proposer and be manually signed by an authorized representative of the proposer. Firm name and authorized signature should appear on

## EXHIBIT A

each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that proposer has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

### **Withdrawal-Alteration Of Proposals:**

Proposals cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

### **Lump Sum Proposals:**

Lump sum proposals will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum proposals will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

### **All-Or-None Proposals:**

All-or-none proposals will be considered only if proposer quoted prices on all items requested. If a proposer desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none proposals will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

### **Payment Of Invoices:**

Invoices must be submitted by the successful proposer to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

### **Cash Discounts:**

Proposers may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

### **Delivery:**

Proposals must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding proposals. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and proposer's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

### **Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by,

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arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

### **Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Patents, Franchises, etc.:**

The successful proposer agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

### **No Proposals:**

If proposer is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if proposer desires to bid on future purchases.

### **Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Proposers are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Proposers failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or

reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

### **H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

### **No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or

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services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hardship on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

### **Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

### **Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) "Claims Made" policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special

## EXHIBIT A

limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
  - h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
    - a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
    - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
  5. Automobile Liability
    - a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
  6. Worker's Compensation
    - a) Statutory
  7. Liquor Liability Insurance
    - a) Limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.
  8. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
    - a) The company is licensed and admitted to do business in the State of Texas.
    - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
    - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
    - d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
    - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## EXHIBIT A

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

**DEFINITIONS:**

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

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

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

## EXHIBIT A

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  - 1. a certificate of coverage, prior to the person beginning work on the project; and
  - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

## EXHIBIT A

WINE VARIETAL	CURRENT BRAND
Cabernet Sauvignon	Josh
Chardonnay	Kendall Jackson
Sauvignon Blanc	Matua
Moscato	Voga
Rose	Cloudveil
BEER OPTIONS	
Shiner Bock	
Michelob Ultra	
Bud Light	
BVB Mama Tried	
BVB Two Step	
SNACK OPTIONS	
Popcorn, Sea Salt	Popcorn Indiana
Popcorn, Butter	Popcorn Indiana
Popcorn, Kettle	Popcorn Indiana
Popcorn, White Cheddar	Popcorn Indiana
Salted Peanuts	Planters
Salted Cashews	Planters
Honey Roasted Peanuts	Planters
Honey Roasted Cashews	Planters
Plain M&M's	Mars, Inc
Peanut M&M's	Mars, Inc
Snickers	Mars, Inc

## EXHIBIT A

### Retail Pricing

Cocktails 4 U proposes to charge competitive, reasonable retail prices for beverages and concession items sold to patrons at The Barnhill Center. All pricing is subject to City approval and will comply with any pricing guidelines, price caps, or menu requirements outlined in the RFP, including Exhibit B, if applicable.

The following pricing ranges are illustrative only and provided for evaluation purposes. Final pricing will be coordinated with and approved by the City prior to implementation:

- Soft drinks: approximately \$3
- Bottled water: approximately \$2
- Domestic beer: approximately \$6
- Craft or imported beer: approximately \$7
- Wine: approximately \$6–\$15 per glass
- Standard cocktails: approximately \$8–\$10
- Premium cocktails or doubles: approximately \$12–\$15

All prices will be clearly posted at the point of sale. Cocktails 4 U accepts both cash and credit card payments. No additional service fees will be charged to patrons.

### Revenue Share

Cocktails 4 U proposes to operate under a retail, patron-paid model, with revenues retained by the Proposer. ~~No percentage split of net sales with the City of Brenham is proposed under this agreement.~~ KJB 4/24/26

4-27-26

Should the City wish to discuss alternative compensation structures for specific events or special circumstances, Cocktails 4 U is open to discussion at the City's discretion.

Revenue Share: Vendor Shall pay the City one hundred dollars (\$100.00) a month through December 2026, if contract is renewed for additional years, vendor shall pay the City one hundred dollars (\$100.00) a month or 10% of net revenue, which ever is greater, in accordance with the contract documents per the submitted Contract Pricing (EXHIBIT A), hereto attached and accepted by the City.

Basic Snacks- \$3.00 each.



City Council Regular Meeting  
**AGENDA ITEM 14**

**Agenda Item:** Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for City of Brenham Water Utility Services

**Meeting Date:** May 7, 2026

**Department:** Public Utilities

**Staff Contact:** Jerry Saldivar, Director of Water and Wastewater

**SUMMARY STATEMENT:**

In November 2024, the City hired NewGen Strategies & Solutions to update the City's water rates. The study was needed in order:

- To determine if existing cost allocations among customer classes still applied OR if adjustments needed to be made; and
- To ensure rates were sufficient for covering new debt issuance needed to finance Surface Water Treatment Plant Expansion and Groundwater Well projects.

The results and recommendations from NewGen Strategies and Solutions Water Rate Analysis were presented to the Utilities Subcommittee of City Council in March 2025. Staff is proposing the third of the recommended water rate increases from the 2025 study to address the rising cost, primarily driven by the addition of debt associated with the Surface Water Treatment Plant Expansion and Groundwater Well projects be approved. These rate adjustments also include updates to the Residential, Commercial, Irrigation, Fire Hydrant, and Fire Lines water rate classes, with an effective date of June 1, 2026. The 2025 study completed by NewGen Strategies and Solutions continues to support the previously recommended rate adjustment as sufficient to fund the Surface Water Treatment Plant Expansion and Groundwater Well projects.

**ATTACHMENTS:**

1. Water Tariff - Redline
2. Ordinance For its First Reading

**RECOMMENDATION:**

Approve an Ordinance on its first reading amending the rate tariff schedules for the City of Brenham water services and authorize the Mayor to execute any necessary documentation.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULE	<del>June 12, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	

(Supersedes Rate Change effective

~~5/1/2025~~ 6/12/2025)

**GENERAL SERVICE - URBAN**

**RATE SCHEDULE - W-A**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	<del>\$27.73</del> <u>\$29.50</u>
3,001 – 10,000 gallons	<del>\$6.08</del> <u>\$6.47</u> /1,000gallons
10,001 – 25,000 gallons	<del>\$7.64</del> <u>\$8.10</u> /1,000 gallons
25,001 and above	<del>\$9.52</del> <u>\$10.13</u> /1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ~~\$27.73~~ \$29.50.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	611
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULE	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

600

620

ALL SERVICES

**TARIFF**

**SECTION NO.**

**SHEET NO.**

WATER RATE SCHEDULE

~~May 1, 2025~~ June 1, 2026

**SECTION TITLE**

**EFFECTIVE DATE**

(Supersedes Rate Change effective ~~4/1/2024~~ 5/1/2025)

**GENERAL SERVICE - RURAL**

**RATE SCHEDULE W-B**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	<del>\$31.89</del> <u>\$33.93</u>
3,001 – 10,000 gallons	<del>\$6.99</del> <u>\$7.44</u> /1,000 gallons
10,001 – 25,000 gallons	<del>\$8.75</del> <u>\$9.32</u> /1,000 gallons
25,001 and above	<del>\$10.95</del> <u>\$11.65</u> /1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ~~\$31.89~~ \$33.93.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	621
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULE	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	630
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**TEMPORARY CONSTRUCTION SERVICE**

**RATE SCHEDULE W-D**

**APPLICABILITY**

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

**AVAILABILITY**

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

**RATES**

First 3,000 gallons or less	<del>\$33.61</del> <u>\$38.89</u>
3,001 – 10,000 gallons	<del>\$9.24</del> <u>\$10.70</u> /1,000 gallons
10,001 – 25,000 gallons	<del>\$11.54</del> <u>\$13.36</u> /1,000 gallons
25,001 and above	<del>\$14.48</del> <u>\$16.76</u> /1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ~~\$33.61~~ \$38.89.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	631
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	640
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	May 1, 2025	June 1, 2026
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> <u>5/1/2025</u> )	

**YARD SPRINKLER SYSTEM SERVICE – URBAN**

**RATE SCHEDULE W-E**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

0 – 10,000 gallons	<del>\$7.87</del> <u>\$8.37</u> /1,000 gallons
10,001 – 25,000 gallons	<del>\$9.84</del> <u>\$10.47</u> /1,000 gallons
25,001 and above	<del>\$12.32</del> <u>\$13.11</u> 1,000 gallons

**MINIMUM CHARGES**

No minimum monthly bill

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<b>ALL SERVICES</b>	600	641
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
<b>WATER RATE SCHEDULES</b>	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	642
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>July 3, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>May 1, 2025</del> 7/3/2025)	

**YARD SPRINKER SYSTEM SERVICE – URBAN**  
**RATE SCHEDULE W-I**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

**RATES**

0 – 10,000 gallons	<del>\$7.87</del> \$8.37/1,000 gallons
10,001 – 25,000 gallons	<del>\$9.84</del> \$10.47/1,000 gallons
25,001 and above	<del>\$12.32</del> \$13.11/1,000 gallons

**MINIMUM CHARGES**

No minimum monthly bill

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	643
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>July 3, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>May 1, 2025</del> 7/3/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	650
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	May 1, 2025 June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <span style="color: red;">4/1/2024</span> 5/1/2025)	

**GENERAL SERVICE - URBAN**

**RATE SCHEDULE W-F**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$4.62 <del>\$5.35</del> /1,000 gallons
10,001 – 25,000 gallons	\$5.77 <del>\$6.68</del> /1,000 gallons
25,001 and above	\$7.24 <del>\$8.38</del> /1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$24.87
1"	\$33.64 <del>\$38.89</del>
1 1/2"	\$55.46 <del>\$77.78</del>
2"	\$81.67 <del>\$124.45</del>
3"	\$142.84 <del>\$233.34</del>
4"	\$230.23 <del>\$388.90</del>
6"	\$448.69 <del>\$777.80</del>
8"	\$710.85 <del>\$1,244.48</del>

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	651
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	May 1, 2025 June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	

(Supersedes Rate Change effective  
~~4/1/2024~~ 5/1/2025)

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES TARIFF	600	660
WATER RATE SCHEDULES	SECTION NO.	SHEET NO.
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	<del>June 12, 2025</del> June 1, 2026 (Supersedes Rate Change effective <del>5/1/2025</del> 6/12/2025)	

**GENERAL SERVICE - RURAL**

**RATE SCHEDULE W-G**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	<del>\$5.34</del> \$6.15/1,000 gallons
10,001 – 25,000 gallons	<del>\$6.63</del> \$7.68/1,000 gallons
25,001 and above	<del>\$8.33</del> \$9.64/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.60
1"	<del>\$38.65</del> \$44.72
1 1/2"	<del>\$63.78</del> \$89.45
2"	<del>\$93.92</del> \$143.12
3"	<del>\$164.27</del> \$268.34
4"	<del>\$264.76</del> \$447.23
6"	<del>\$515.99</del> \$894.47
8"	<del>\$817.47</del> \$1,431.15

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	661
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	Supersedes Rate Change effective <del>4/1/2024</del> 5/1/2025)	

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	670
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	May 1, 2025 June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective 4/1/2024 5/1/2025)	

**YARD SPRINKLER SYSTEM - RURAL**

**RATE SCHEDULE W-H**

**APPLICABILITY**

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

**RATES**

0 – 10,000 gallons	\$ <del>9.05</del> \$9.63/1,000 gallons
10,001 – 25,000 gallons	\$ <del>11.31</del> \$12.04/1,000 gallons
25,001 and above	\$ <del>14.17</del> \$15.08/1,000 gallons

**MINIMUM CHARGES**

No minimum monthly charge

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<b>ALL SERVICES</b>	600	671
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
<b>WATER RATE SCHEDULES</b>	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>4/1/2024</del> <u>5/1/2025</u> )	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680A
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>10/1/2019</del> 5/1/2025)	

**FIRE LINE SERVICE - URBAN**  
**RATE SCHEDULE 20, 21, 22, 23, and 24**

**APPLICABILITY**

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

**AVAILABILITY**

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	<del>\$25.66</del> \$29.69
6 inch (Rate Schedule 21)	<del>\$74.54</del> \$86.25
8 inch (Rate Schedule 22)	<del>\$158.86</del> \$183.81
10 inch (Rate Schedule 23)	<del>\$285.67</del> \$330.54
12 inch (Rate Schedule 24)	<del>\$461.45</del> \$533.92

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES TARIFF	600 SECTION NO.	681A SHEET NO.
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>10/1/2019</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680B
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
WATER RATE SCHEDULES	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>10/1/2019</del> <u>5/1/2025</u> )	

**FIRE LINE SERVICE - RURAL**

**RATE SCHEDULE 30, 31, 32, 33, AND 34**

**APPLICABILITY**

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

**AVAILABILITY**

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	<del>\$29.51</del> <u>\$34.14</u>
6 inch (Rate Schedule 31)	<del>\$85.72</del> <u>\$99.17</u>
8 inch (Rate Schedule 32)	<del>\$182.66</del> <u>\$211.32</u>
10 inch (Rate Schedule 33)	<del>\$328.50</del> <u>\$380.04</u>
12 inch (Rate Schedule 34)	<del>\$530.62</del> <u>\$613.87</u>

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**CITY OF BRENHAM**  
 200 WEST VULCAN STREET P. O. BOX 1059  
 BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

<b>ALL SERVICES</b>	600	681B
<b>TARIFF</b>	<b>SECTION NO.</b>	<b>SHEET NO.</b>
<b>WATER RATE SCHEDULES</b>	<del>May 1, 2025</del> June 1, 2026	
<b>SECTION TITLE</b>	<b>EFFECTIVE DATE</b>	
	(Supersedes Rate Change effective <del>10/1/2019</del> 5/1/2025)	

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

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

**AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:**

**WHEREAS**, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water distribution services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

**SECTION I**

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after June 1, 2026.

**SECTION II**

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after June 1, 2026.

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

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

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

**ATTEST:**

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

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 6/12/2025)

**GENERAL SERVICE - URBAN**

**RATE SCHEDULE - W-A**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	\$29.50
3,001 – 10,000 gallons	\$6.47/1,000gallons
10,001 – 25,000 gallons	\$8.10/1,000 gallons
25,001 and above	\$10.13/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be \$29.50.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

620

ALL SERVICES

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULE

June 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 5/1/2025)

**GENERAL SERVICE - RURAL**

**RATE SCHEDULE W-B**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	\$33.93
3,001 – 10,000 gallons	\$7.44/1,000 gallons
10,001 – 25,000 gallons	\$9.32/1,000 gallons
25,001 and above	\$11.65/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be \$33.93.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**TEMPORARY CONSTRUCTION SERVICE**

**RATE SCHEDULE W-D**

**APPLICABILITY**

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

**AVAILABILITY**

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

**RATES**

First 3,000 gallons or less	\$38.89
3,001 – 10,000 gallons	\$10.70/1,000 gallons
10,001 – 25,000 gallons	\$13.36/1,000 gallons
25,001 and above	\$16.76/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be \$38.89.

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**YARD SPRINKLER SYSTEM SERVICE – URBAN**

**RATE SCHEDULE W-E**

**APPLICABILITY**

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

0 – 10,000 gallons	\$8.37/1,000 gallons
10,001 – 25,000 gallons	\$10.47/1,000 gallons
25,001 and above	\$13.11/1,000 gallons

**MINIMUM CHARGES**

No minimum monthly bill

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 7/3/2025)

**YARD SPRINKLER SYSTEM SERVICE – URBAN**

**RATE SCHEDULE W-I**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

**RATES**

0 – 10,000 gallons	\$8.37/1,000 gallons
10,001 – 25,000 gallons	\$10.47/1,000 gallons
25,001 and above	\$13.11/1,000 gallons

**MINIMUM CHARGES**

No minimum monthly bill

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

600

643

TARIFF

SECTION NO.

SHEET NO.

WATER RATE SCHEDULES

June 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 7/3/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**GENERAL SERVICE - URBAN**

**RATE SCHEDULE W-F**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$5.35/1,000 gallons
10,001 – 25,000 gallons	\$6.68/1,000 gallons
25,001 and above	\$8.38/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$24.87
1"	\$38.89
1 1/2"	\$77.78
2"	\$124.45
3"	\$233.34
4"	\$388.90
6"	\$777.80
8"	\$1,244.48

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059  
600

660

ALL SERVICES TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	June 1, 2026 EFFECTIVE DATE	

(Supersedes Rate Change effective 6/12/2025)

**GENERAL SERVICE - RURAL**

**RATE SCHEDULE W-G**

**APPLICABILITY**

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$6.15/1,000 gallons
10,001 – 25,000 gallons	\$7.68/1,000 gallons
25,001 and above	\$9.64/1,000 gallons

**MINIMUM CHARGES**

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.60
1"	\$44.72
1 1/2"	\$89.45
2"	\$143.12
3"	\$268.34
4"	\$447.23
6"	\$894.47
8"	\$1,431.15

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

Supersedes Rate Change effective 5/1/2025)

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**YARD SPRINKLER SYSTEM - RURAL**

**RATE SCHEDULE W-H**

**APPLICABILITY**

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

**AVAILABILITY**

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

**RATES**

0 – 10,000 gallons	\$9.63/1,000 gallons
10,001 – 25,000 gallons	\$12.04/1,000 gallons
25,001 and above	\$15.08/1,000 gallons

**MINIMUM CHARGES**

No minimum monthly charge

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	671
<hr/> TARIFF	<hr/> SECTION NO.	<hr/> SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
<hr/> SECTION TITLE	<hr/> EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**FIRE LINE SERVICE - URBAN**

**RATE SCHEDULE 20, 21, 22, 23, and 24**

**APPLICABILITY**

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

**AVAILABILITY**

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

**RATES**

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$29.69
6 inch (Rate Schedule 21)	\$86.25
8 inch (Rate Schedule 22)	\$183.81
10 inch (Rate Schedule 23)	\$330.54
12 inch (Rate Schedule 24)	\$533.92

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	680B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**FIRE LINE SERVICE - RURAL**

**RATE SCHEDULE 30, 31, 32, 33, AND 34**

**APPLICABILITY**

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

**AVAILABILITY**

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

**RATES**

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$34.14
6 inch (Rate Schedule 31)	\$99.17
8 inch (Rate Schedule 32)	\$211.32
10 inch (Rate Schedule 33)	\$380.04
12 inch (Rate Schedule 34)	\$613.87

**TERMS OF PAYMENT**

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

**CHARACTER OF SERVICE**

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

**EXHIBIT "A"**

**CITY OF BRENHAM**

200 WEST VULCAN STREET P. O. BOX 1059  
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	June 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 5/1/2025)

**SPECIAL CONDITIONS OF SERVICE**

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.



City Council Regular Meeting  
**AGENDA ITEM 15**

**Agenda Item:** Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and EMPACT Engineering, LLC for Engineering Services Related to the Long-Term Fiber Study and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** Public Utilities

**Staff Contact:** Shawn Bolenbarr, Director of Municipal Gas & Utility Services

**SUMMARY STATEMENT:**

The City of Brenham wishes to enter into an Agreement with EMPACT Engineering, LLC for engineering services related to Long-Term Fiber Study. For and in consideration of the services by the Engineer pursuant to this Agreement, the City shall pay EMPACT Engineering, LLC a fixed cost of \$72,000.00 for engineering services.

This agreement will consist of conducting a comprehensive walkout and documentation of the entire City of Brenham fiber network routes, and field verifying a true fiber ring to ensure one fiber cut does not result in loss of service to City of Brenham-owned critical facilities. These services are further explained in detail in Attachment "A" Part A (Scope of Service) of the Agreement.

**ATTACHMENTS:**

1. PSA for Engineering Services

**RECOMMENDATION:**

Approve a professional service agreement from EMPACT Engineering, LLC for engineering services related to the long-term fiber study, in the amount not to exceed \$72,000.00, and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
PROJECT NO. \_\_\_\_\_  
FIBER STUDY**

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

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 entered into, and executed by and between the City of Brenham, Texas (the “City”), a municipal corporation of the State of Texas, and EMPACT Engineering (“Engineer”).

**WITNESSETH:**

**WHEREAS**, the City desires to retain the Engineer to provide a long-term fiber study (“Project”); and

**WHEREAS**, the services of a professional engineering firm are necessary to provide a long-term study that will identify fiber needs over the next five (5) years, determine areas where the fiber may need to move from overhead to underground, and identify areas that need redundancy along with cost estimates for any recommended solutions; and

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

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

**SECTION I  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in the Proposal dated March 5, 2025 as set forth in Attachment “A” attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Services,” and for having rendered such services, the City agrees to pay Engineer compensation as stated in Attachment “A”.

**SECTION II  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or

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

### **SECTION III OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

### **SECTION IV TIME FOR PERFORMANCE**

The time for performance of the Scope of Services is set forth in Attachment "A", beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

### **SECTION V COMPLIANCE AND STANDARDS; CONFIDENTIAL INFORMATION**

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

Engineer may be granted access to certain of the City's confidential information (including but not limited to information and documents that contain confidential information related to the City's critical infrastructure and other items, as described, without limitation, in Texas Government Code Sections 418.175 – 418.182, Section 421.001(2), Sections 552.139 – 552.1391, as applicable, especially Section 418.181, Confidentiality of Certain Information Relating to Critical Infrastructure, as well as drawings, schematic diagrams, plans, specifications, employee information, trade secrets, confidential know-how, confidential operational information, and other information which City considers confidential) (herein referred to as "Confidential Information") to provide the deliverables to the City. Engineer acknowledges and agrees that the Confidential Information is the valuable property of the City and any unauthorized

use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City. The Engineer (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General ruling, decision or opinion) with proper jurisdiction. In all cases, the Engineer agrees to promptly notify the City in writing before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective order, interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. Engineer shall use reasonable efforts to cooperate with City in its efforts to seek a protective order or other action or, in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment shall be accorded such Confidential Information. The Engineer agrees to use protective measures no less stringent than the Engineer uses in its business to protect its own most valuable information. In all circumstances, the Engineer's protective measures must be at least commercially reasonable measures to ensure the continued confidentiality of the Confidential Information.

- Confidential information includes, but is not limited to, all information regarding critical infrastructure, as described in Texas Government Code Sec. 418.181, Confidentiality of Certain Information Relating to Critical Infrastructure, plans, specifications, schematic diagrams, digital data, customer and employee information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Engineer in the course of its work under the Agreement. Confidential Information may be in any medium and may be written, digital, visual or oral.
- The Engineer agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing the services and/or the deliverables pursuant to this Agreement; (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the services and/or deliverables pursuant to this Agreement; (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective order; and (iv) to use all reasonable measures to protect the Confidential Information that are no less stringent than the Engineer uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby.

Upon the written request of City, the Engineer shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.

- City shall have secure access to, and the right to review and retain the entirety of, all City Confidential Information in the possession or control of Engineer. Such access shall be provided to City in near-real time and by the means and in the format requested by City. At no time shall any such files or other materials or information be stored or held in a form or manner not readily accessible to City. Engineer shall provide to the designated City representative, or his or her designee, all passwords, codes, comments, keys, documentation, and the locations of any such files and other materials promptly upon his or her request, including equipment and software keys and such information as to format, encryption (if any), and any other specification or information necessary for City to retrieve, read, revise, or maintain such files and information. Upon the request of the designated City representative, or his or her designee, Engineer shall confirm that, to the best of its knowledge, all files and other information provided to City are complete and that no material element, amount, or other fraction of such files or other information to which City may request access or review has been deleted, withheld, disguised, or encoded in a manner inconsistent with the purposes and intent of providing full and complete access to City as contemplated by this Agreement. Upon the expiration or termination of this Agreement, Engineer shall, at City's discretion, assist in or facilitate the transfer of City data, records, information and document to a third party of City's choosing.
- No expiration or termination of this Agreement shall affect either party's rights or obligations with respect to Confidential Information.
- The parties acknowledge and agree that any breach or threatened breach of this Agreement could cause harm for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of the Agreement, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Engineer from disclosing or using, in whole or in part, any Confidential Information.

## **SECTION VI INDEMNIFICATION**

**TO THE FULLEST EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, ENGINEER SHALL AND DOES HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST LIABILITY FOR DAMAGE CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER, THE ENGINEER'S AGENT,**

**CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.**

**SECTION VII  
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A" attached hereto and made a part hereof for all purposes.

**SECTION VIII  
TERMINATION**

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

**SECTION IX  
ADDRESSES, NOTICES AND COMMUNICATIONS**

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

Empact Engineering  
20886 FM 159  
Navasota, TX 77868  
Attn: Alexander Dunigan, P.E.

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

City of Brenham  
200 W. Vulcan St.

Brenham, TX 77833  
Attn: William Bissette, Public Utilities General Manager

**SECTION X  
LIMIT OF APPROPRIATION**

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

**SECTION XI  
SUCCESSORS AND ASSIGNS**

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

**SECTION XII  
MODIFICATIONS**

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

**SECTION XIII  
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XIV  
CONFLICTS OF INTEREST**

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

**SECTION XV  
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XVI  
INSURANCE**

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

**SECTION XVII  
MISCELLANEOUS PROVISIONS**

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

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

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

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

E. To the extent this Agreement is considered a contract for goods or services subject to 2270.002 Texas Government Code, Engineer verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.

F. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Engineer affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

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

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

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ENGINEER: EMPACT Engineering**



\_\_\_\_\_  
Tom Jackson  
CEO

**CITY OF BRENHAM, TEXAS**

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

ATTEST:

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

**ATTACHMENT "A"**

**PROPOSAL DATED FEBRUARY 27, 2026**

## **City of Brenham Long-Term Fiber Study**

### **EMPACT Engineering shall perform the following tasks for the City of Brenham:**

- Conduct a comprehensive walkout and documentation of the entire City of Brenham fiber network routes.
- Verify and field a true fiber ring to ensure one fiber cut does not result in loss of service to the critical facilities identified by the City of Brenham.
- Confirm that there are true redundant fiber paths entering and exiting the 13 critical-path facilities.
- Walk out and document all single threaded fiber facilities in the cities network.
- Verify and document the capacity of all underground facilities, including direct-buried fiber and conduit systems.
- The walkout will include survey grade locations of all pole locations and handholds. Along with a collection of the number of fibers, fiber counts, slack points, fiber enclosures, and riser locations.
- Identify and document all slack points and fiber enclosures.
- Work closely with the City of Brenham IT department to identify problematic areas.
- Identify and document fiber hand offs such as Blinn and Washington County.

This work will provide the City of Brenham with accurate data and recommendations to maintain fiber network integrity and develop proposed aerial or underground construction routes to city-owned facilities.

## Deliverables

Upon completion of the project, EMPACT Engineering will provide:

1. A map to include all of the walk out deliverables of the fiber network.
2. A detailed Scope of Work (SOW) for all proposed fiber construction (aerial or underground) to remedy any issues on the network found in the detailed walk out.
3. A detailed proposal outlining construction and cost needed to:
  - a. Remedy any critical path fiber that is not truly redundant,
  - b. Present options for aerial or underground construction to critical facilities.
  - c. Present options for existing problematic fiber areas within the cities network such as squirrel chew or recurring service disruptions.

## Timeline

To be determined, based on:

- Execution of MSA/NDA to receive ESRI mapping and fiber documentation from the city.

(A project schedule will be established in collaboration with the City following execution of the agreement.)

## Pricing

EMPACT Engineering proposes to complete this work at a fixed cost of \$72,000.



City Council Regular Meeting  
**AGENDA ITEM 16**

**Agenda Item:** Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham, the Texas Division of Emergency Management, and the Texas Emergency Management Assistance Teams Related to Responsibilities and Procedures for Emergency Activities and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** Fire

**Staff Contact:** Mark Donovan, Fire Chief

**SUMMARY STATEMENT:**

The provisions of this Memorandum of Understanding between the City of Brenham, the Texas Division of Emergency Management (TDEM), and the Texas Emergency Management Assistance Team (TEMAT) apply to Texas Emergency Management Assistance Team activities performed at the request of TDEM and at the option of the City. These activities may be in conjunction with, or in preparation of, a local, state, or federal declaration of disaster.

The scope of this MOU also includes training activities sponsored by the state, TDEM, the City, and the program administrators to maintain TEMAT readiness. The MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier, with thirty (30) days written notice.

**ATTACHMENTS:**

1. Memorandum of Understanding

**RECOMMENDATION:**

Approve a Memorandum of Understanding between the City of Brenham, the Texas Division of Emergency Management, and the Texas Emergency Management Assistance Teams related to responsibilities and procedures for emergency activities and authorize the Mayor to execute any necessary documentation.

# Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer \_\_\_\_\_ (“Jurisdiction”).

## I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

## IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

## V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
  1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
  2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
  3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
  5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
  6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
  2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
  3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
  4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
  5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
  6. Develop, implement, and exercise an internal notification and call-out system for Members.
  7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
  8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
  9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
  10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
  11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

## VI. QUALIFICATIONS, TRAINING, AND EXERCISES

### A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

### TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

### B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

## **VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

- A. Reimbursement of Administrators/Jurisdiction
  - 1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
  - 2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

## **VIII. Liability and Workers' Compensation for State Activation/And Training**

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

## **IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

## **X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

<b>TEMAT Program</b>	<b>Check for Participation</b>	<b>Jurisdiction Point of Contact Initials</b>
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

**XI. POINTS OF CONTACT**

	<b>TDEM</b>	<b>TEMAT Coordinator</b>
<b>Name:</b>	Chief Nim Kidd	Kharley Smith
<b>Title:</b>	Chair – Texas Emergency Management Council	ISTF Division Chief
<b>Address Line 1:</b>	313 E Anderson Ln	313 E Anderson Ln
<b>Address Line 2:</b>	Building 3	Building 3
<b>City, State, Zip:</b>	Austin, TX 78752	Austin, TX 78752
<b>Phone Number:</b>	512-424-2436	512-424-2436
<b>Email:</b>	<a href="mailto:Nim.kidd@tdem.texas.gov">Nim.kidd@tdem.texas.gov</a>	<a href="mailto:kharley.smith@tdem.texas.gov">kharley.smith@tdem.texas.gov</a>

**Jurisdiction**

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

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

**Address Line 1:** \_\_\_\_\_

**Address Line 2:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**XII. GENERAL PROVISIONS**

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

**XIII. ENTIRE AGREEMENT**

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

**TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Signature: \_\_\_\_\_  
 Name: W. Nim Kidd  
 Title: Chief, Texas Division of Emergency Management  
 Date: \_\_\_\_\_

**JURISDICTION**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



City Council Regular Meeting  
**AGENDA ITEM 17**

**Agenda Item:** Discuss and Possibly Act Upon the Issuance of a Purchase Order to Blackmon Mooring for Construction-Related Services Performed at 506 South Austin Street, Brenham, Texas Due to a Building Fire on October 29, 2025 and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** May 7, 2026

**Department:** HR and Risk Management

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

**SUMMARY STATEMENT:**

See attached memo from Susan Nienstedt.

**ATTACHMENTS:**

1. Blackmon Mooring Memo

**RECOMMENDATION:**

Approve the issuance of a Purchase Order to Blackmon Mooring, in the amount of \$737,211.73, for construction-related services performed at 506 South Austin Street, Brenham, Texas due to a building fire on October 29, 2025 and authorize the Mayor to execute any necessary documentation.



**MEMORANDUM**

To: Mayor, City Council, and City Manager

From: Susan Nienstedt, Director of Human Resources and Risk Management

Subject: Purchase Order for Services related to rebuilding the Maintenance & Gas Department building

Date: April 29, 2026

On October 29, 2025, the Maintenance and Gas Department office area experienced a destructive fire on the second story of the building. Blackmon Mooring Services was engaged using The Interlocal Purchasing System (TIPS) #22050101 to remediate, clean, and remove debris from the building shortly after the adjuster and investigators allowed. These services were completed and paid to Blackmon Mooring Services in January. Blackmon Mooring continues to be the contractor for the rebuilding and restoring of the facility. We have received an estimate of repairs and rebuilding needed by the TMLIRP adjuster and Blackmon Mooring.

TMLIRP has issued the initial payment to the city according to the adjuster's estimated replacement costs, less overhead, depreciation, and our deductible of \$5,000. Overhead and depreciation will be paid at the conclusion of the claim after all final invoices are submitted. The Blackmon Mooring estimate in the amount of \$737,211.73 has been reviewed and approved by our insurance provider, TMLIRP, and as final repairs are completed and invoices submitted TMLIRP will continue to reimburse the city for expenses, in excess of their first payment, related to restoring the building.

We have weekly communication with TMLIRP, adjusters, engineers, Blackmon Mooring, and our staff to coordinate the repairs and rebuild as quickly and safely as possible.

We respectfully ask for the approval of a purchase order not to exceed \$737,211.73 to Blackmon Mooring Services for the work described in the summary scope attached.



## Blackmon Mooring

10511 Kipp Way #400  
 Houston, TX 77099  
 FED ID #74-1594628/ PSP #819202  
 877-730-1948  
 TACLA92630E

### Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	14,323.33	1.94%
CABINETRY	10,630.86	1.44%
CLEANING	3,056.00	0.41%
CONTENT MANIPULATION	2,812.80	0.38%
GENERAL DEMOLITION	36,538.73	4.96%
DOORS	5,609.73	0.76%
DRYWALL	41,245.78	5.59%
ELECTRICAL	58,897.12	7.99%
ELECTRICAL - SPECIAL SYSTEMS	11,165.02	1.51%
HEAVY EQUIPMENT	29,153.37	3.95%
FLOOR COVERING - CARPET	4,334.58	0.59%
FLOOR COVERING - RESILIENT	4,052.90	0.55%
FLOOR COVERING - CERAMIC TILE	2,884.82	0.39%
FLOOR COVERING - VINYL	3,042.08	0.41%
FINISH CARPENTRY / TRIMWORK	5,969.19	0.81%
FINISH HARDWARE	2,396.64	0.33%
FRAMING & ROUGH CARPENTRY	53,942.06	7.32%
GLASS, GLAZING, & STOREFRONTS	6,322.09	0.86%
HEAT, VENT & AIR CONDITIONING	55,895.04	7.58%
INSULATION	27,048.31	3.67%
LABOR ONLY	12,934.36	1.75%
LIGHT FIXTURES	9,249.02	1.25%
MASONRY	2,253.14	0.31%
MIRRORS & SHOWER DOORS	249.14	0.03%
METAL STRUCTURES & COMPONENTS	95,791.93	12.99%
PLUMBING	4,916.45	0.67%
PAINTING	23,083.25	3.13%
ROOFING	61,927.98	8.40%
SCAFFOLDING	2,861.36	0.39%
STAIRS	6,048.32	0.82%
TOILET & BATH ACCESSORIES	366.41	0.05%
TEMPORARY REPAIRS	2,224.40	0.30%
WINDOWS - ALUMINUM	4,396.65	0.60%
WINDOW TREATMENT	2,719.87	0.37%
<b>O&amp;P Items Subtotal</b>	<b>608,342.73</b>	<b>82.52%</b>

Non-O&P Items	Total	%
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## Blackmon Mooring

10511 Kipp Way #400  
Houston, TX 77099  
FED ID #74-1594628/ PSP #819202  
877-730-1948  
TACLA92630E

<b>Non-O&amp;P Items</b>	<b>Total</b>	<b>%</b>
<b>PERMITS AND FEES</b>	<b>7,200.00</b>	<b>0.98%</b>
<b>Non-O&amp;P Items Subtotal</b>	<b>7,200.00</b>	<b>0.98%</b>
<b>O&amp;P Items Subtotal</b>	<b>608,342.73</b>	<b>82.52%</b>
<b>Overhead</b>	<b>60,834.50</b>	<b>8.25%</b>
<b>Profit</b>	<b>60,834.50</b>	<b>8.25%</b>
<b>Total</b>	<b>737,211.73</b>	<b>100.00%</b>



City Council Regular Meeting  
**AGENDA ITEM 19**

**Agenda Item:** Section 551.071, Texas Government Code - Consultation with Attorney – Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters

**Meeting Date:** May 7, 2026

**Department:** Administration

**Staff Contact:** Megan Mainer, Assistant City Manager

**SUMMARY STATEMENT:**

To be discussed in Executive Session.

**ATTACHMENTS:**

None

**RECOMMENDATION:**

As discussed in Executive Session.



City Council Regular Meeting  
**AGENDA ITEM 20**

**Agenda Item:** Section 551.074, Texas Government Code, Personnel Matters - Discussion Concerning the Appointment, Employment, Evaluation and Duties of a New City Manager, and Associated Issues

**Meeting Date:** May 7, 2026

**Department:** Administration

**Staff Contact:** Megan Mainer, Assistant City Manager

**SUMMARY STATEMENT:**

To be discussed in Executive Session.

**ATTACHMENTS:**

None

**RECOMMENDATION:**

As discussed in Executive Session.