



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JUNE 4, 2026 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags — Councilmember Albert Wright**
- 3. Service Recognitions:**
 - Tammy Murphy —Library — 10 Years**
- 4. Citizen Comments**

CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5.a. Approve the Minutes from the May 7, 2026 and the May 21, 2026 Regular City Council Meetings**
- 5.b. Approve the Purchase and Installation of Three (3) HVAC Units for the City of Brenham Animal Shelter through The Interlocal Purchasing System (TIPS) Contract No. 26010401 from Har-Con Mechanical in the Amount of \$139,394.83, and Authorize the Mayor to Execute Any Necessary Documentation**
- 5.c. Approve a Ground-Space Lease Agreement Between the City of Brenham and Yegua Aviation Properties, LLC for Hangar Space at the Brenham Municipal Airport (3189 Aviation Way)**
- 5.d. Approve a Ground-Space Lease Agreement Between the City of Brenham and James III Investments, LLC for Hangar Space at the Brenham Municipal Airport (2801 Aviation Way)**

PUBLIC HEARING

- 6. Public Hearing and Discussion to Consider an Amendment to the City of Brenham's Official Zoning Map of the Code of Ordinances to Change the Zoning District**

Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on Approximately 5.733 Acres of Land Being Described as Tract 32 of the Arrabella Harrington Survey, A-55, and Being Further Described as 708 Seelhorst Street, Brenham, Washington County, Texas (REZONE-26-0003)

REGULAR SESSION

- 7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's Official Zoning Map of the Code of Ordinances to Change the Zoning District Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on Approximately 5.733 Acres of Land Being Described as Tract 32 of the Arrabella Harrington Survey, A-55, and Being Further Described as 708 Seelhorst Street, Brenham, Washington County, Texas. (REZONE-26-0003)**
- 8. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Public Management, Inc. Related to the Application and Administration Services Associated With the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) Program for the Highway 36 South Elevated Storage Tank (Project No. 63C-24C) and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon a Proposal from Vortex Services Related to Henderson Park Lift Station Rehabilitation Through Texas BuyBoard Contract No. 731-24 and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Award of a Contract For RFP No. 26-009 Related to Bad Pole Change-Outs and Old Chappell Hill Rd. Line Upgrade Project and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon Change Order No. 1 Related to Project No. 66C-16C for the Rehabilitation of the Wastewater Treatment Plant and Project No. 66C-17C for the Rehabilitation of the Process Aeration Blowers and Authorize the Mayor to Execute Any Necessary Documentation**
- 12. Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or 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

- 13. 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, June 4, 2026 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, May 29, 2026, at 1:30 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 ____.

Signature

Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, May 7, 2026 beginning at 2:00 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 Luke Cochran, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Kyle Branham, Shauna Laauwe, Gabriela Trejo, Lauren Schulze, David Cella Steven Loving, Megan Gray, Karen Stack, Kelvin Raven, Steven Eilert, Christine Simich, Marisol Jones, Bianka Saldivar, Nancy Joiner, Joanne Hynes

Citizens/Others Present:

Mary Maxwell, Joey Hughes, Brian Klintworth, Greg Arens, Vicki Ignasiak, Justin Margist, Kevin Burnett, Tammy Burnett, Carter Burnett, James Franke, Dewayne Burnett, Nancy Low, Jennifer Hermann, Chris Malone, Jennifer Slovak, Suzanne Callaway, Scott Atwood, Mathew Wehring, Brian Webb, Ivonne Galvis, Holly Johnson, Jamie Ranleigh, Marnie Gaston, and Scott Robertson

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 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

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent 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

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

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

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

No: None

Absent: None

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**

Stephanie Doland, Director of Development Services, presented this item. Doland explained that during the February 23, 2026 P&Z Commission meeting and the March 5, 2026 City Council meeting, both governing bodies considered possible amendments to the Brenham Code of Ordinances relating to Car Washes and Data Centers. The overall feedback supported moving forward with additional development standards for these uses, particularly due to the potential for them to be high consumers of City water. Therefore, the following amendments are being presented for

consideration:

Car Washes:

Doland advised that the past four years, three new car washes have been built in Brenham. The monthly water consumption for the seven car washes currently in operation ranges from 9,000 gallons per month to 492,100 gallons per month. Due to their high water usage, staff recommends the following amendments to Chapter 6 (Plumbing Code) of the Code of Ordinances:

- Required installation of water recycling systems and ultra-low-flow spray nozzles to limit water usage. If the car wash installs their own private water well, they would be exempt from the low-flow nozzle requirement.
- A water recycling system shall be used at all times.
- Any renovation to a current car wash facility, greater than sixty percent (60%) of the existing value of the facility, would require a water recycling system.
- Car washes shall follow all applicable drought restrictions.
- Car washes would only be allowed through a Specific Use Permit (SUP) or shall not be located within a 2-mile radius of another existing car wash.

Data Centers:

Doland advised that data centers are a rapidly growing industry throughout the state and are a use that is relatively new in terms of zoning standards. Doland stated that in order to ensure data centers are operated with reasonable safeguards in place for the community, development standards defining data centers and setting parameters for future locations is recommended. Doland recommended the following changes to the City's zoning ordinance:

- Adopting a definition for the term "data center".
- 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. A SUP process would allow for a case-by-case review.
- Include additional requirements and restrictions related to water usage, electric usage, screening, parking and residential adjacency.

Mayor Kenjura opened the Public Hearing at 2:21 p.m. with the following citizens addressing the City Council:

- Linda Bessmer requested that City Council hold Public Hearings in the evenings so that more working citizens can attend. Bessmer also asked that Council only allow data centers in the industrial areas and require an environmental survey be done by the company to ensure that there would be no harm to wildlife and that water contamination would not exist. Bessmer also questioned how many jobs a data center would bring to Brenham; she stated that her research indicated that

a data center would not produce many jobs at all.

Mayor Kenjura closed the Public Hearing at 3:00 p.m.

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

Stephanie Doland, Director of Development Services, presented this item. Doland explained that the proposed Ordinance would amend the Code of Ordinances Chapter 6 – Building and Structures and Appendix A – Zoning related to the use of Automobile (car) washes. Doland stated that the proposed Ordinance reflects the recommendation by the Planning and Zoning Commission and, as drafted, includes:

- Adopting additional standards for car washes in the Plumbing Code such as water recycling systems, renovation guidelines, and drought restrictions; and
- Revising the Zoning Ordinance to allow car washes only with prior approval of a Specific Use Permit (SUP) in the B-2, Commercial Research and Technology District - after July 1, 2026.

A motion was made by Councilmember Soman to approve the Ordinance as presented but remove the Specific Use Permit provision and replace it with a one-half mile separation requirement. The motion failed to get a second. The motion failed.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to 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, to be effective immediately, 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, to be effective on July 1, 2026.

Mayor Kenjura called for a vote. The motion with passed 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 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

Stephanie Doland, Director of Development Services, presented this item. Doland explained that this Ordinance will amend the City's zoning ordinance related to the use of Data Centers. The proposed Ordinance reflects the recommendation by the Planning and Zoning Commission and includes the following:

- 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 Industrial District (I) 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.

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

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 RFP No. 26-001 Related to Wrecker and Towing Services for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Dane Rau, Director of Public Works, presented this item. Rau explained that the City solicited proposals for non-consent towing and recovery services within city limits and three (3) proposals were received. The companies that submitted proposals were BDS Towing and Recovery LP, B&B Automotive Inc., and Arens Services.

Rau explained that the City's 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 has caused many issues and put a lot of strain on dispatch, and many times caused issues on scene for public safety. Rau also stated that there have been up to seven (7) companies on the light-duty rotation and three (3) companies on the heavy-duty rotation at the same time, which is extremely time-consuming for staff and can be difficult for dispatch to work through.

Rau explained that the three (3) proposals were scored by a seven-member committee and that BDS Towing and Recovery LP. scored the highest. Rau stated that since this is a new program, the contract is only for one year and if all goes well, the contract can be extended for three (3) additional one (1) year periods.

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

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

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

No: Councilmember LaRoche, Councilmember Saunders

Absent: None

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

Dane Rau, Director of Public Works, presented this item. Rau stated the agreement with M2L Associates will provide landscape architectural plans, bidding, and construction management services to the City for an open space playground and amenity project in the Brenham Family Park. This project was not included in the Texas Parks and Wildlife Grant received for the Park as it was funded by a donation from the family of Bill Betts. The construction of this park will be coordinated with the park's overall construction schedule, with the goal of completion within the same timeframe.

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

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 RFP No. 26-003 Regarding Alcohol and Concession Services for The Barnhill Center and Authorize the Mayor to Execute Any Necessary Documentation

Megan Mainer, Assistant City Manager, presented this item. Mainer stated that 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. Mainer explained that 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.

Mainer stated that the city received two proposals, one from Cocktails4U (College Station, TX) and Texas Toast (Burton, TX). Evaluations were completed in late February and Cocktails4u was determined to be the winning vendor with a total of 249 points (83%). Texas Toast received 237 points (79%). Mainer advised that on March 31, staff met with The Barnhill Center Advisory Board to discuss the RFP and proposed services. 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 contract is being presented for City Council consideration.

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

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

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

No: None

Absent: None

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

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that in November 2024, the City hired NewGen Strategies & Solutions to research and analyze the City's wastewater rates. The study was needed to determine if current wastewater rates cover costs such as planning for large infrastructure projects and ensuring financial stability.

Saldivar explained that the recommendation from NewGen was three incremental water rate increase 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 being approved. This Ordinance includes the rate adjustments to Residential, Commercial, Irrigation, Fire Hydrant, and Fire Lines, with an effective date of June 1, 2026.

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

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

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

15. Discuss and Possibly Act Upon 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

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr stated that the City wishes to enter an agreement with EMPACT Engineering, LLC for engineering services related to a long-term fiber study. Bolenbarr stated that this agreement will consist of conducting a comprehensive walkout and documentation of the City's entire fiber network routes to verify a true fiber ring to ensure one fiber cut does not result in loss of service to City's critical facilities. Bolenbarr explained that the cost for the study will be in an amount not to exceed \$72,000.00.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve a professional service agreement from EMPACT Engineering, LLC for engineering services related to the long-term fiber study, in an amount not to exceed \$72,000.00, and authorize the Mayor to execute any necessary documentation.

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

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

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

Mark Donovan, Fire Chief, presented this item. Donovan stated that 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 (Task Force One) 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.

Donovan stated that the scope of this MOU includes training activities sponsored by the state, TDEM, the City, and the program administrators to maintain TEMAT readiness.

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

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

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

No: None

Absent: None

17. 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

Susan Nienstedt, Director of Human Resources and Risk Management, presented this item. Nienstedt explained that on October 29, 2025, the Maintenance and Gas Department office areas experienced a destructive fire on the second story of the building. Blackmon Mooring Services was engaged using a TIPS contract to remediate, clean, and remove debris from the building. We have received an estimate of repairs and rebuilding needed by the TMLIRP adjuster and Blackmon Mooring.

Nienstedt stated that TMLIRP issued the initial payment to the city according to the adjuster's estimated replacement costs, less overhead, depreciation, and our deductible of \$5,000. The Blackmon Mooring estimate in the amount of \$737,211.73 has been reviewed and approved by our insurance provider, TMLIRP.

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

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

18. Administrative/Elected Officials Report

Interim City Manager Megan Mainer reported on the following:

- Maifest celebration is this week-end.
- Groundbreaking ceremony for the Brenham Family Park is next Tuesday, May 12th at 10:00 a.m.
- The 5-year capital plans will be presented to City Council at a Special Workshop on June 1st, starting at 8:30 a.m.

City Council adjourned into Executive Session at 4:36 p.m.

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

Executive Session adjourned at 6:21 p.m.

RE-OPEN REGULAR AGENDA

ADJOURN

Atwood C. Kenjura
Mayor

Jean Bellinger, TRMC, CMC
City Secretary

DRAFT

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, May 21, 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 Gas and Utility 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, Economic & Community Development Director Teresa Rosales, Scott Houston, Gabriela Trejo, Shauna Laauwe, Tammy Murphy, Steven Loving, David Cella, Christine Simich, Leigh Linden, Kevin Boggus

Citizens/Others Present:

Phyllis Glasscock, Debbie Schmitz, Barbara Rudolf, Marie Patterson, Kathryn Seefort

Media Present:

Jason May, Brenham Banner Press, and Josh Blaschke KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Citizen Comments**

No citizen comments were heard.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4.a. Approve Ordinance No. O-26-008 on Its Second 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**
- 4.b. Approve Ordinance No. O-26-009 on Its Second Reading Amending the Rate Tariff Schedules for City of Brenham Water Utility Services**
- 4.c. Approve a Guaranteed Pricing Agreement Between the City of Brenham and ADP, Inc. Related to Services Currently Provided by ADP, Inc. 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 4.a. through 4.c.

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

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

No: None

Absent: None

WORK SESSION

5. Department Update: Economic Development

Teresa Rosales, Director of Community & Economic Development, and Leigh Linden, Main Street Manager, presented the following:

- Economic Development Strategic Plan and New Targeted Industries Research

- Main Street America Designation
- Main Street Advisory Board's Transformation Strategies and Committees

REGULAR SESSION

6. Discuss and Possibly Act Upon The Acceptance of a Donation From The Fortnightly Club For The Nancy Carol Roberts Memorial Library and Authorize The Mayor to Execute Any Necessary Documentation

Tammy Murphy, Librarian, presented this item. Murphy stated that the Fortnightly Club of Benham is donating to the Nancy Carol Roberts Memorial Library a check in the amount of \$35,000.00. Murphy explained that this money was raised through fundraising efforts that included book sales and donations from the community. Murphy stated that the club works extremely hard every year to support the Library.

A motion was made by Councilmember Cook and seconded by Councilmember Soman to accept a donation from The Fortnightly Club for the Nancy Carol Roberts Memorial Library in the amount of \$35,000.00 and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

7. Discuss and Possibly Act Upon Ordinance No. O-26-010 on Its Second 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

Shauna Laauwe, City Planner, presented this item. Laauwe stated that this item is the second and final reading of an Ordinance amending Chapter 6 - Building and

Structures and Appendix A - Zoning of the Brenham Code of Ordinances related to car washes. Laauwe explained that if approved, the Ordinance would make the following amendments to the City's Code of Ordinances:

- Amend Chapter 6 (Plumbing Code) to adopt standards for car washes related to water recycling systems, renovation guidelines and drought restrictions; and
- Amend 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.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve Ordinance No. O-26-010 on its second 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.

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 Resolution No. R-26-018 Authorizing the Submission of a Grant Application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grants (WSIG) Program for the 2027 State Water Plan

Jerry Saldivar, Director of Water and Wastewater, presented this item. Saldivar explained that in February 2026, Public Utilities was notified by Public Management, Inc. of a grant opportunity through the Texas Water Development Board (TWDB) under the Water Supply and Infrastructure Grants (WSIG) Program associated with the 2027 State Water Plan. Eligible projects include those related to water supply, treatment, and distribution infrastructure. Saldivar stated that staff would like to submit a grant application for the Highway 36 South Elevated Water Storage Tank and needs City Council support with the adoption of a Resolution.

A motion was made by Councilmember Soman and seconded by Councilmember Saunders to approve Resolution No. R-26-018 authorizing the submission of a grant application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grants (WSIG) Program for the 2027 State Water Plan 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

9. Administrative/Elected Officials Report

Interim City Manager Megan Mainer, reported the following:

- City offices will be closed on May 25th in observance of the Memorial Day Holiday.
- Monday, June 1st, Special City Council meeting for 5-year capital plans.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 5.b

Agenda Item: **Approve the Purchase and Installation of Three (3) HVAC Units for the City of Brenham Animal Shelter through The Interlocal Purchasing System (TIPS) Contract No. 26010401 from Har-Con Mechanical in the Amount of \$139,394.83, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: June 4, 2026

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The City of Brenham Maintenance Department is seeking the Mayor and Council’s approval to purchase and install three (3) CaptiveAire eight (8) ton DOAS (Dedicated Outdoor Air System) HVAC units for use in day-to-day operations by the City of Brenham Animal Services. The purchase was approved in the FY26 adopted budget.

A DOAS (Dedicated Outdoor Air System) unit is a specialized HVAC system that draws in 100% outdoor air and conditions the air separately from the building's main heating and cooling systems. It ensures consistent fresh air and humidity control for optimal indoor air quality. Traditional HVAC units recirculate indoor air, while a DOAS separates ventilation by drawing in fresh outside air, passes it through filters, and then adjusts its temperature and humidity before distributing it to the occupied space.

The new units will increase in size from the current six-ton units to eight tons each on the new units. Maintenance has had ongoing issues and problems with the current units, and this will help to mitigate those issues. The units currently operating are also approaching end of life and run 24/7 to control the three kennel areas that house all the dogs at the Animal Shelter.

The purchase will be with TIPS vendor — Har-Con Mechanical on TIPS contract #26010401. TIPS (The Interlocal Purchasing System) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity’s jurisdictional legal requirements. The total purchase price is \$139,394.83 for three (3) CaptiveAire eight (8) ton DOAS (Dedicated Outdoor Air System) HVAC units. The unit replacements will be in stages to replace one unit at a time to minimize the impact on the dog runs at the Animal Shelter. The estimated lead time on the units from time of order is approximately four weeks and the purchase price is also under the original budgeted amount of \$202,000.00 and will be a savings of \$62,605.17.

ATTACHMENTS:

1. Animal Shelter - HVAC - Har-Con

RECOMMENDATION:

Approve the purchase and installation of three (3) HVAC units for the City of Brenham Animal Shelter through The Interlocal Purchasing System (TIPS) Contract No. 26010401 from Har-Con Mechanical in the amount of \$139,394.83, and authorize the Mayor to execute any necessary documentation.



HAR-CON MECHANICAL
Plumbing & Air Conditioning Since 1955
9009 West Little York
Houston, TX 77040

PROPOSAL

DATE: 05/18/2026

- Office: [832.300.1060](tel:832.300.1060) • Fax: [832.300.1061](tel:832.300.1061)
- TX License # TACLA26582E • TX License # MPL41080

QUOTE ID: 1949
 SERVICE: ANIMAL SERVICES
 LOCATION:
 STREET: 1804 LONGWOOD DR
 CITY: BRENHAM, TX 77833

CONTACT: Stephen Draehn
 Ph:(979) 337-7541
 sdraehn@cityofbrenham.org
 DATE SUBMITTED: 05/18/2026
 PREPARED BY: DAVIS, CHASE

DESCRIPTION:

Animal Services Replacement of (3) DOA's units

SCOPE OF WORK:

Replacement of (3) Daikin DOA's units per TIPS Contract #26010401

Scope of Work per unit: Staged to replace 1 unit at a time in order to minimize impact on the dog runs.

- LOTO power to the unit and disconnect the power, thermostat, drain line, gas, & ductwork.
- Utilize off-road 5000 lb. forklift to remove the existing units for disposal per EPA guidelines.
- Modify and weld new bracing on the existing stands to accept the new units.
- Provide and install a new CaptiveAire 8-ton DOAS unit on the existing stands utilizing the off-road forklift.
- Reconnect to the existing ductwork, thermostat wiring, gas, and electrical.
- Run new drain lines per unit.
- Startup and verify proper operation of cooling and heating.
- Cleanup work area of associated trash and debris.

	Total \$139,394.83
--	--------------------

SIGNATURE

PRINT NAME

DATE



HAR-CON MECHANICAL
Plumbing & Air Conditioning Since 1955
9009 West Little York
Houston, TX 77040

PROPOSAL

DATE: 05/18/2026

- Office: [832.300.1060](tel:832.300.1060) • Fax: [832.300.1061](tel:832.300.1061)
- TX License # TACLA26582E • TX License # MPL41080

THIS PROPOSAL IS FIRM* FOR A PERIOD OF TEN (10) DAYS FROM THE DATE OF THIS PROPOSAL. THE PRICE ABOVE STATED SHALL BE PAYABLE AT THE OFFICE OF HAR-CON MECHANICAL CONTRACTORS LLC IN LAWFUL MONEY OF THE USA. YOU SHALL MAKE PAYMENTS AS NET CASH UPON RECEIPT OF INVOICE. THIS PROPOSAL SHALL BECOME A BINDING AGREEMENT WHEN ACCEPTED AND SIGNED BY YOU AS PURCHASER AND WHEN APPROVED BY AN OFFICER OF HAR-CON MECHANICAL CONTRACTORS LLC, AS SELLER, AT THE SPACES PROVIDED FOR BELOW. TAX NOT INCLUDED UNLESS OTHERWISE STATED. * THIS PRICE DOES NOT INCLUDE ANY AMOUNT FOR CHANGES IN TAXES, TARIFFS, OR OTHER SIMILAR CHANGES THAT ARE ENACTED AFTER THE DAY OF THE QUOTATION. SUBCONTRACTORS SHALL BE ENTITLED TO AN EQUITABLE ADJUSTMENT IN TIME AND MONEY FOR ANY COST THAT IT INCURS DIRECTLY OR INDIRECTLY THAT ARISE AOUT OF OR RELATE TO CHANGES IN TASES, TARIFFS, OR SIMILAR CHANGES DUE TO SUCH CHANGES INCLUDING, WITHOUT LIMITATION, ESCALATION, DELAY DAMAGES, COST TO REPROCURE, COST TO CHANGE SUPPLIERS, COST OF MANUFACTURED EQUIPMENT OR GOODS, OR OTHER COST OF ANY KIND RESULTING FROM THE CHANGES.

WARRANTY AND CONDITIONS

THE SELLER WARRANTS THAT THE EQUIPMENT TO BE INSTALLED HEREUNDER WILL BE INSTALLED IN A GOOD AND WORKMANLIKE MANNER AND GUARANTEES TO REPAIR OR REPLACE ANY PARTS FOUND BY THE SELLER TO BE DEFECTIVE IN EQUIPMENT OR IN WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE THE EQUIPMENT IS INSTALLED AND IS READY FOR INITIAL OPERATION. ALL PARTS (NON EQUIPMENT ITEMS) THAT ARE INSTALLED HAVE A ONE YEAR PARTS WARRANTY AND 30 DAY LABOR WARRANTY. THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECTS CAUSED BY IMPROPER USE AND CARE OF THE EQUIPMENT BY PURCHASER, BUT IS LIMITED STRICTLY TO DEFECTS IN WORKMANSHIP AND EQUIPMENT. THIS WARRANTY DOES NOT COVER REPLACEMENT OF BELTS, ORINGS, GASKETS OR FILTER MAINTENANCE. THE SELLER SHALL NOT BE LIABLE FOR THE CORROSIVE OR EROSION ACTION OF LIQUIDS AND GASES UPON SAID EQUIPMENT AND NO PART SHALL BE DEEMED DEFECTIVE BY REASON OF ITS FAILURE TO RESIST PHYSICAL OR CHEMICAL ACTION OF SUCH ELEMENTS UPON SAID EQUIPMENT. LIABILITY OF THE SELLER ARISING OUT OF THE DESIGN, MANUFACTURE, SALE OR ERECTION OF THE EQUIPMENT HEREUNDER OR ITS USE SHALL NOT IN ANY CASE EXCEED THE COST OF CORRECTING DEFECTS IN THE EQUIPMENT OR WORKMANSHIP. IN NO EVENT SHALL ANY CLAIMS FOR CONSEQUENTIAL DAMAGES BE MADE BY EITHER PARTY. THE SELLER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES CAUSED BY OR ANY DELAYS DUE TO FIRE, STRIKES, LABOR TROUBLES, GOVERNMENTAL REGULATIONS, THE ELEMENTS, TRANSPORTATION DELAYS, OR ANY OTHER CAUSES REASONABLY BEYOND ITS CONTROL. PURCHASER AGREES TO FURNISH ADEQUATE ELECTRIC POWER, WATER AND GAS, AND AGREES, IF BY ANY ACT OF OMISSION ON HIS PART, THE SELLER IS DELAYED FOR A PERIOD OF 90 DAYS, SELLER SHALL HAVE THE PRIVILEGES OF TERMINATING THIS AGREEMENT, AND IN CASE OF SUCH TERMINATION AFTER SELLER HAS PARTIALLY PERFORMED THE FURNISHING AND INSTALLING OF THE EQUIPMENT, PURCHASER AGREES TO PAY SELLER THE PORTION OF THE TOTAL CONTRACT PRICE REPRESENTED BY THE LABOR PERFORMED AND THE EQUIPMENT INSTALLED OR DELIVERED TO THE SITE OF INSTALLATION AT THE DATE OF TERMINATION. ALL WORK IN INSTALLING THE EQUIPMENT SHALL BE PERFORMED ONLY DURING USUAL WORKING HOURS. EQUIPMENT INSTALLED AND ALL EQUIPMENT DELIVERED TO THE SITE OF INSTALLATION SHALL BE AT PURCHASER'S RISK. THE TITLE HERETO SHALL REMAIN IN THE SELLER UNTIL PAYMENT IN FULL IS MADE BY PURCHASER AND PURCHASER SHALL INSURE SAME AGAINST LOSS OR DAMAGE IN AMOUNT AND MANNER SUFFICIENT TO PROTECT THE INTEREST OF THE SELLER. IT IS AGREED THE SELLER RESERVES A CONTRACT LIEN UNTIL THE ENTIRE PURCHASE PRICE TO BE PAID AND ALL OTHER SUMS DUE SELLER UNDER THIS AGREEMENT HAVE BEEN FULLY PAID IN CASH. IN THE EVENT OF DEFAULT IN THE MAKING OF ANY SUCH PAYMENT OR IN THE EVENT PURCHASER BECOMES INSOLVENT, MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR IN THE EVENT THAT A PROCEEDING IN BANKRUPTCY OR INSOLVENCY BE INSTITUTED AGAINST PURCHASER, OR VOLUNTARILY BY PURCHASER, THEN AT SELLER'S OPTION THE ENTIRE UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY, AND IN SUCH CASE SELLER, ITS AGENTS, SUCCESSORS AND ASSIGNS MAY, WITHOUT NOTICE OR DEMAND, ENTER THE PREMISES AND RETAKE, REMOVE AND HOLD OR RESELL THE EQUIPMENT OR ANY PART THEREOF AT EITHER PUBLIC OR PRIVATE SALE. IF THE UNPAID BALANCE DUE SELLER, TOGETHER WITH 6% INTEREST THEREON, REASONABLE ATTORNEY'S FEES AND OTHER NECESSARY EXPENSES IN CONNECTION WITH THE RECOVERY AND RESALE ARE NOT SATISFIED BY PROCEEDS OF THE SALE, PURCHASER AGREES PROMPTLY TO PAY SUCH DEFICIENCY. IF THERE IS A SURPLUS FROM THE PROCEEDS OF THE SALE AFTER THE PAYMENT OF THE ABOVE ITEMS, IT SHALL BE PAID TO PURCHASER. THE EQUIPMENT WHEN INSTALLED SHALL BE COMPLETELY ACCEPTED BY PURCHASER, UNLESS PURCHASER, WITHIN 10 DAYS AFTER THE EQUIPMENT SUPPLIED HEREUNDER IS INSTALLED AND READY FOR INITIAL OPERATION, SHALL NOTIFY THE SELLER IN WRITING OF ANY CLAIMS THAT SAID EQUIPMENT DOES NOT FULFILL THE TERMS AND CONDITIONS OF THIS AGREEMENT, SPECIFYING IN WHAT THE EQUIPMENT FAILS TO DO SO. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY BE AMENDED OR MODIFIED ONLY BY WRITTEN AGREEMENT EXECUTED BY THE PARTIES THERETO



City Council Regular Meeting
AGENDA ITEM 5.c

Agenda Item: Approve a Ground-Space Lease Agreement Between the City of Brenham and Yegua Aviation Properties, LLC for Hangar Space at the Brenham Municipal Airport (3189 Aviation Way)

Meeting Date: June 4, 2026

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

Hat Creek Aviation, LLC sold their 9,520 square-foot box hangar at 3189 Aviation Way to Yegua Aviation Properties, LLC; therefore, a new ground space lease agreement needs to be executed with Yegua Aviation Properties, LLC. The execution of this new lease agreement will terminate the previous lease agreement with Hat Creek Aviation, LLC.

Yegua Aviation Properties, LLC's total lease space will be 9,520 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot, and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The standard term for ground space leases is 30 years; therefore, if approved, this lease will terminate on June 1, 2056, unless extended or transferred prior to the termination date. The initial annual rental rate will be \$952.00 annually.

ATTACHMENTS:

1. Lease Agreement: Yegua Aviation Properties LLC
2. Exhibit A - 3189 Aviation Way

RECOMMENDATION:

Approve a ground-space lease agreement between the City of Brenham and Yegua Aviation Properties, LLC for hangar space at the Brenham Municipal Airport, 3189 aviation way, and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH YEGUA AVIATION PROPERTIES, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement was made and entered into by and between CITY OF BRENHAM, a Texas Home Rule Municipal Corporation, hereinafter called "Lessor" and YEGUA AVIATION PROPERTIES, LLC, a Texas limited liability company, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being the area of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 1, 2026 and terminating June 1, 2056. The rent for the first year shall be ten (\$.10) cents per square foot per year for 9,520 square feet, payable annually on or before the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, and may be used for the conduct of authorized business, however Lessee's use of the aircraft parking ramps and taxiways shall not interfere with the

rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation-related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth herein:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other areas of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over the counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. No person may utilize living quarters on Airport Property, including on the leased premises, as a permanent residence.
4. Sales of alcoholic beverages at the leased premises, except with City approval.
5. Sales, advertisement, or storage of non-aviation products.
6. Storage, transfer, or sale of fuel.
7. Any sublease which allows further sublease by Lessee's tenant
8. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the leased premises at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the leased premises.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,

2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased premises and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for grounds keeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive nuisances, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

If applicable, the officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

- A. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
- B. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
- C. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days' notice to Lessee or any sublessee.
- D. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
- E. This Lease is governed by the laws of the State of Texas and venue shall lie exclusively in Washington County, Texas.
- F. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
- G. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

- H. Lessee shall not assign, sell or otherwise transfer its interest in this Lease or any portion hereof without the prior written consent of Lessor, said consent not to be unreasonably withheld. Further, no part of the leased premises may be sublet by Lessee to any other party without the prior written approval of the City of Brenham.

APPROVED this the ____ day of _____, 2026

CITY OF BRENHAM (LESSOR)

Atwood C. Kenjura, Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

YEGUA AVIATION PROPERTIES, LLC (LESSEE)



Yegua Aviation Properties, LLC
Monte Richardson
Title: Managing Member
P.O. Box 17
Bellville, Texas 77418
(979) 877-4767
Monte@jswaterwells.com

3189 Aviation Way



Exhibit "A"



City Council Regular Meeting
AGENDA ITEM 5.d

Agenda Item: Approve a Ground-Space Lease Agreement Between the City of Brenham and James III Investments, LLC for Hangar Space at the Brenham Municipal Airport (2801 Aviation Way)

Meeting Date: June 4, 2026

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

David Andras DBA Pegasus Hangar Group LLC sold their 11,000 square-foot box hangar at 2801 Aviation Way to James III Investments, LLC; therefore, a new ground space lease agreement needs to be executed with James III Investments, LLC. The execution of this new lease agreement will terminate the previous lease agreement with David Andras DBA Pegasus Hangar Group LLC.

James III Investments, LLC's total lease space will be 11,000 square feet. The lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot, and the lease rate may increase up to \$0.02 cents per square foot in a five-year period as the prevailing rates change. The standard term for ground space leases is 30 years; therefore, if approved, this lease will terminate on June 1, 2056, unless extended or transferred prior to the termination date. The initial annual rental rate will be \$1,100.00 annually.

ATTACHMENTS:

1. Bill of Sale
2. Lease Agreement: James III Investments LLC
3. Exhibit A - 2801 Aviation Way

RECOMMENDATION:

Approve a Ground-Space Lease Agreement between the City of Brenham and James III Investments, LLC for hangar space at the Brenham Municipal Airport, 2801 aviation way, and authorize the Mayor to execute any necessary documentation.

BILL OF SALE

Airport Hangar Improvements Only
Brenham Municipal Airport (11R)
2801 Aviation Way, Brenham, Texas

Effective Date: January 30th, 2025

This Bill of Sale is made by and between:

SELLERS:

David Andras and Anne Andras
9303 Oilfield Rd
Brenham, TX 77833

BUYER:

James III Investments LLC
16274 Hunters Trl
Montgomery, TX 77356
Represented by: James Bohannon III

1. Transfer of Improvements

Sellers hereby sell, transfer, and convey to Buyer all right, title, and interest in
Legal Description: A0032 - Cole, John, TRACT 175.68. Improved non-homesite area at th
This conveyance includes improvements only and does not convey any interest in the un

2. Consideration

The improvements are conveyed for the purchase price of \$1,141,000.00, paid pursuant

3. Condition of Property

The improvements are conveyed AS-IS, WHERE-IS, with all faults, and without warrantie

4. Ground Lease

Buyer acknowledges the improvements are located on land leased from the City of Brenh

5. Authority

Sellers warrant lawful ownership and authority to convey. Buyer warrants authority to

6. Effective Date

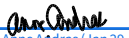
This Bill of Sale is effective as of January 30th, 2026, and delivered at closing scheduled.

7. Signatures

SELLERS:


David Andras (Jan 29, 2026 17:14:27 CST)

30/01/26


Anne Andras (Jan 29, 2026 17:11:36 CST)

David Andras Date:

30/01/26

Anne Andras Date:

BUYER:

James  Investments LLC

James Bohannon III (Jan 29, 2026 16:09:21 CST)

By: _____

James Bohannon III, Authorized Representative

29/01/26

Date:

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH JAMES III INVESTMENTS, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement was made and entered into by and between CITY OF BRENHAM, a Texas Home Rule Municipal Corporation, hereinafter called "Lessor" and JAMES III INVESTMENTS, LLC, a Texas limited liability company, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being the area of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing June 1, 2026 and terminating June 1, 2056. The rent for the first year shall be ten (\$.10) cents per square foot per year for 11,000 square feet, payable annually on or before the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, and may be used for the conduct of authorized business, however Lessee's use of the aircraft parking ramps and taxiways shall not interfere with the

rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation-related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth herein:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other areas of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport

4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over the counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. No person may utilize living quarters on Airport Property, including on the leased premises, as a permanent residence.
4. Sales of alcoholic beverages at the leased premises, except with City approval.
5. Sales, advertisement, or storage of non-aviation products.
6. Storage, transfer, or sale of fuel.
7. Any sublease which allows further sublease by Lessee's tenant
8. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the leased premises at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the leased premises.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,

2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased premises and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for grounds keeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that "as a covenant running with the land" (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee's operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

If applicable, the officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

- A. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
- B. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
- C. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days' notice to Lessee or any sublessee.
- D. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
- E. This Lease is governed by the laws of the State of Texas and venue shall lie exclusively in Washington County, Texas.
- F. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
- G. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

H. Lessee shall not assign, sell or otherwise transfer its interest in this Lease or any portion hereof without the prior written consent of Lessor, said consent not to be unreasonably withheld. Further, no part of the leased premises may be sublet by Lessee to any other party without the prior written approval of the City of Brenham.

APPROVED this the ____ day of _____, 2026

CITY OF BRENHAM (LESSOR)

Atwood C. Kenjura, Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

JAMES III INVESTMENTS, LLC (LESSEE)



James III Investments, LLC
James Bohannon, III
Title: managing member
16274 Hunters Trail
Montgomery, Texas 77356
(713)824-7888 (James)
(281)703-6233 (Audra)
james.bohannon@fivejab.com
Audra6233@yahoo.com

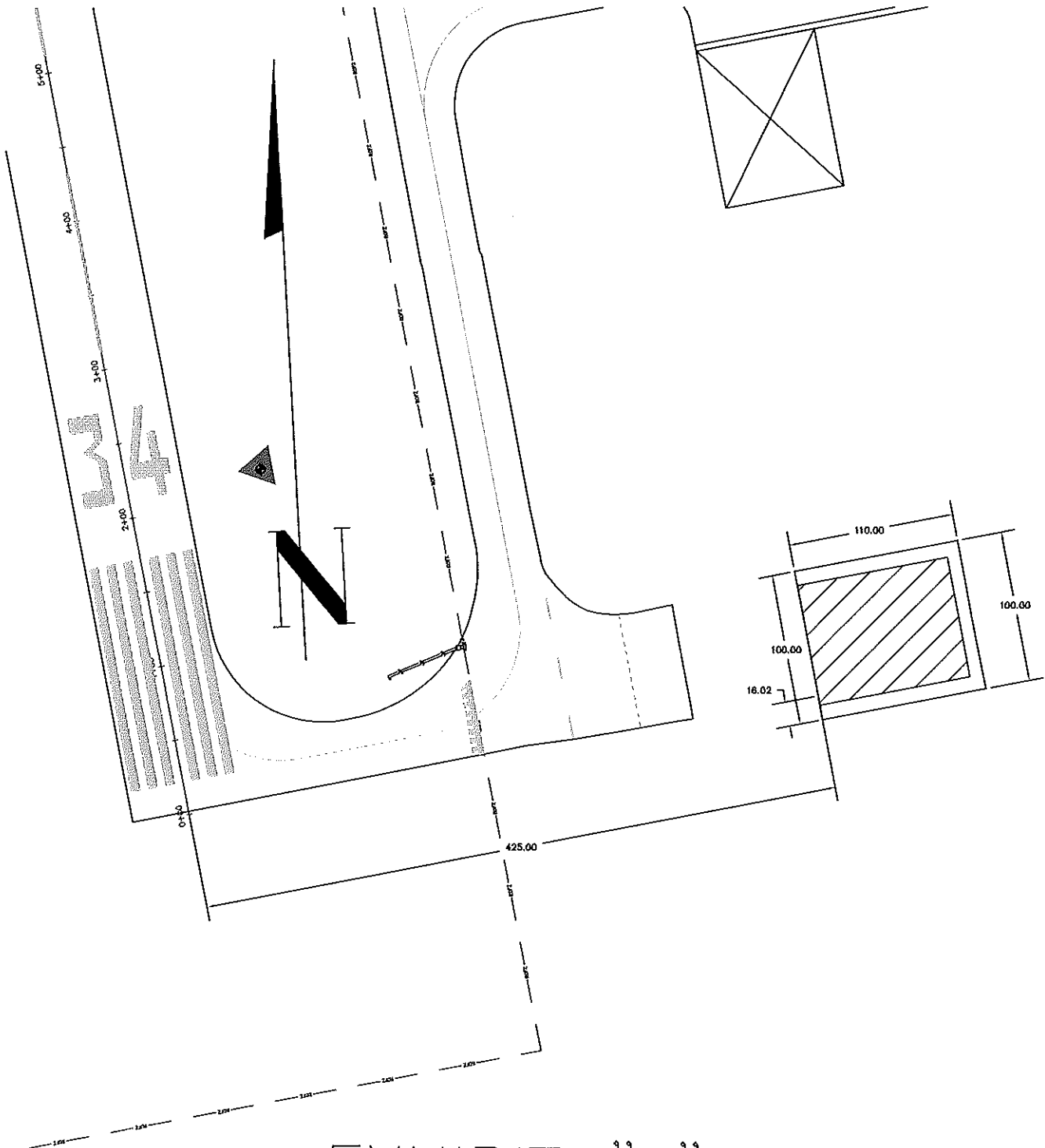


EXHIBIT "A"



City Council Regular Meeting
AGENDA ITEM 6

Agenda Item: Public Hearing and Discussion to Consider an Amendment to the City of Brenham’s Official Zoning Map of the Code of Ordinances to Change the Zoning District Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on Approximately 5.733 Acres of Land Being Described as Tract 32 of the Arrabella Harrington Survey, A-55, and Being Further Described as 708 Seelhorst Street, Brenham, Washington County, Texas (REZONE-26-0003)

Meeting Date: June 4, 2026

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner
Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

This item is a request to assign a zoning classification of Planned Development District for the development of a single-family cluster housing subdivision. The subject property, owned by Jeremy and Chelsea Bowie / Chelsea Build, LLC., is a 5.733-acre vacant tract of land generally located on the south side of Seelhorst Street, west of S. Chappel Hill Street and east of Dark Street. The property is currently within two zoning districts, with approximately the northern 60% being in a B-1, Local Business Mixed Residential District and the 40% southern portion being designated as R-2, Mixed Residential District. Hog Branch Creek runs along the south property line, resulting in most, if not all, of the R-2 portion of the property being located within the 100-year floodplain or designated floodway. The floodway, floodplain and topography of the property have led the property to be difficult to develop. Due to the challenges and unique features of the tract, the property owners are requesting the tract to be rezoned to a Planned Development District zoning for the development of a cluster housing subdivision of thirty-two (32) single-family homes. The Subdivision Regulations in Section 23-24(3) states that “Cluster housing provisions are provided for the development of areas within the city zoned for cluster home subdivisions where flexibility is required due to special features of the land, such as topography, drainage requirements or easements, open space, or other considerations that are consistent with the comprehensive plan and the zoning requirements of the city.” While, the B-1 and R-2 Districts allow cluster housing as a permitted use by right, the applicants are seeking a rezoning to Planned Development District as not all the standards for a cluster subdivision as outlined in Section 23-24 (3) could be met for the proposed site plan for the cluster subdivision to be known as the Cottages Downtown. In lieu of not meeting the rear building line separation requirement, the development will provide amenities to include sidewalks, a ¼ mile walking trail, a retention pond with water fountain feature, a pavilion with table, chairs, outdoor kitchen and fire pit area, 50% open space, a central sitting area, and a community garden and/or dog park. The development also includes right-of-way dedication for the future widening of Seelhorst Street.

On Monday, April 27, 2026, after conducting a Public Hearing and much deliberation, the Planning and Zoning Commission unanimously voted (7-0) to Table the item for the scheduled May 26th meeting to allow the applicants to address adjacent property owners' concerns regarding parking and

screening. Please see the attached Memorandum updating the work done on the project following the P&Z consideration in April when the item was originally tabled, and the Staff Report for details of the Planned Development, ties to the Comprehensive Plan, and the accompanying proposed Planned Development District Ordinance.

On Tuesday, May 26, 2026, after conducting a Public Hearing and deliberation, the Planning and Zoning Commission voted (6-1) for approval of a recommendation to City Council to accept staff's recommendation for approval of the planned development district zoning classification as presented with additional parameters to: erect an 8-foot fence for 535 linear feet along the west property line, to provide 80% masonry, stone or masonry-like materials on exterior elevations; that the homes be built with 30-year asphalt shingles; and, that a dumpster shall not be placed within 30-feet of the west property line.

ATTACHMENTS:

1. Staff Report for 708 Seelhorst Street

RECOMMENDATION:

Public Hearing only — no action taken.



CASE NUMBER: REZONE-25-0003
ZONE CHANGE REQUEST – Establishing a Planned Development District on
5.733 acres of land addressed as 708 Seelhorst Street

STAFF CONTACT: Shauna Laauwe, City Planner

OWNERS: Jeremy and Chelsea Bowie / Chelsea Build, LLC

APPLICANT: RME Consulting Engineers / Rabon Metcalf

ADDRESS/LOCATION: 708 Seelhorst Street/south side of Seelhorst Street between Mills Street and S. Chappell Hill Street (Exhibit A).

LEGAL DESCRIPTION: 5.733 acres of land located at 708 Seelhorst Street, being further described as Tract 32 of the Arrabella Harrington Survey, A-55, in Washington County, Texas.

LOT AREA: Approximately 5.733 acres

ZONING DISTRICT/USE: A mix of B-1, Local Business Mixed and R-2, Mixed Residential / Vacant undeveloped land (Exhibit B)

FUTURE LAND USE: Single-Family Residential

REQUEST: A request to assign a zoning classification of Planned Development District (PD) for the development of a single-family cluster housing subdivision (Exhibit C).

BACKGROUND:

The subject property is owned by Jeremy and Chelsea Bowie / Chelsea Build, LLC, with their agent Rabon Metcalf of RME Consulting Engineers, as the applicant of an approximate 5.733-acre tract that is generally located on the south side of Seelhorst Street, west of S. Chappell Hill Street and east of Dark Street. The property is within two zoning districts, with approximately the northern 60% being in a B-1, Local Business Mixed Residential District and the southern portion being designated as R-2, Mixed Residential District. Hog Branch Creek runs along the south property line, resulting in most, if not all, of the R-2 portion of the property to be located within the 100-year floodplain or designated floodway. The floodway, floodplain and topography of the property has led the property to be difficult to develop. Due to the challenges and unique features of the tract, the property owners have proposed a cluster housing subdivision of single-family homes.

As defined in the zoning regulations, cluster housing is “A residential development on a minimum site of two (2) acres in the R-2 District, containing single-family dwelling units on a limited portion of land which may have varying lot sizes and dimensions that when combined with any remaining land areas consolidated into common open space maintains a density equivalent to the minimum required for the applicable category of residential use as specified in the R-2 District.” The zoning regulations, in the R-2 District, and as an underlying residential use in the B-1 District, allows in Section 2.02(2) “cluster housing

in accordance with cluster housing development provisions of the subdivision ordinance of the City of Brenham. The Subdivision Regulations in Section 23-24(3) states that "Cluster housing provisions are provided for the development of areas within the city zoned for cluster home subdivisions where flexibility is required due to special features of the land, such as topography, drainage requirements or easements, open space, or other considerations that are consistent with the comprehensive plan and the zoning requirements of the city." The B-1 and R-2 Districts allow cluster housing as permitted uses by right, and given the floodplain and topography on the subject site, it appears to be a good candidate for such a development. Section 23-24(3), however also includes additional standards for a Cluster Housing development:

1. That the average lot area equivalent does not result in densities that exceed those permitted for the applicable category of residential use for the zoning district in which they are located. **The proposed plan appears to meet this standard.**
2. A preliminary and final plat shall meet all applicable requirements of the Subdivision Chapter except that deviations may be approved by the Planning & Zoning Commission for minimum lot sizes, lot dimensions, and side and rear yard requirements as provided in Section 23-24.
3. Special platting requirements (Section 23-24(3)(b)): Deviation from more conventional platting that is based upon the subdivision of land into individual lots to accommodate one house per lot is permitted for cluster housing subdivisions provided the plat conforms to the following requirements:
 - (i.) Minimum site area: 3 acres – **Exceeds (5.71 acres)**
 - (ii.) Deviation from side and rear yard requirements: No building line of any structure within the cluster housing subdivision shall be closer than 10-feet to any side lot line of a residential lot in an adjacent subdivision with conventional lot standards. No corner lot may have a building line less than 15-feet from the ROW. **Proposed site plan meets this standard.**

Within the interior of the proposed cluster housing subdivision, a minimum distance of eight (8) feet shall be maintained between side building lines of adjacent units and a minimum of thirty (30) feet shall be maintained between rear building lines of adjacent units. ***The units within the proposed development site plan have 4-foot building setbacks from lot lines (meeting the 8-foot separation between units), however not all the units meet the 30-foot distance requirement between rear building lines of adjacent units. Thus, the proposed cluster development may not be permitted in its current configuration by right.***

Therefore, due to the proposed concept plan not meeting the thirty (30) foot rear setback requirement between units, and the restraints of the property that make the required minimum cluster rear setback unfeasible, the applicant is seeking approval of a single-family cluster subdivision development through the Planned Development District rezoning process.

PROPOSED PLANNED DEVELOPMENT (PD) DISTRICT

The applicants are requesting zoning of the property to a PD district so that alternative standards, to the City's typical zoning and cluster subdivision development standards, may be established. The proposed PD establishes the underlying base zoning district as the Residential (R-1) district for the construction of single-family dwellings. The applicants are proposing the following development standards. The complete PD proposal and exhibits are enclosed (Exhibit D).

A. Subdivision Features and Characteristics:

- a) A prominent Common Area "C" that is wholly encumbered by a looped private driveway that provides two access points to Seelhorst Street and 60 parking spaces, drainage, detention, and public utility easements. All private improvements located in Common Area "C" shall be maintained by the Homeowner's Association (HOA). Private utility easements extend into lots for individual services.
- b) Retention pond with water fountain feature.
- c) Five (5) foot wide walking trail throughout the community and around the retention pond to provide connectivity and leisure. Outer loop walking trail shall measure a minimum of 1,200 linear feet.
- d) Site has 50% green/open space.
- e) Fire pit area with four (4) Adirondack chairs.
- f) Community pavilion
 - Outdoor dining with two (2) tables and four (4) chairs per table
 - Outdoor kitchen (BBQ pit)
- g) Central trellis sitting area with four (4) Adirondack chairs.
- h) Community garden and/or dog park
- i) Bike racks - two (2) locations
- j) Community storage buildings (2) equipped with gardening tools, ladder, and providing miscellaneous storage space for HOA use.
- k) Right-of-way dedication – developer to dedicate 2,058 square feet of variable width along Seelhorst Street. (See Exhibit E Lot & Easement Plan)

B. Subdivision of Land:

- a) Thirty-two (32) single-family unit cluster development with platted independent lots in general accordance with Section 23-24(3) of the Subdivision Ordinance.
- b) Two access points to Seelhorst Street provided by a private HOA maintained two-way driveway that is a minimum of 26.50-feet in width. Cluster subdivisions do not require direct and immediate access to a public right-of-way and the site does not feature a public right-of-way within the site.
- c) Common areas- Area "C" on Concept Plan Site Layout
 - 1) Private access driveway – minimum 26.5 feet in width
 - 2) Drainage and retention pond
 - 3) Public Utility Easements shown on the Lot & Easement Layout (Exhibit E)
 - 4) Open common space /area not within the individual single-family home lots
 - 5) Include all private improvements not within the individually platted single-family lots
 - 6) Common Area "C", including all private improvements, shall be maintained by the Homeowners Association.

• **Typical Lot & Building Layouts: Four (4) Lot/Home Types**

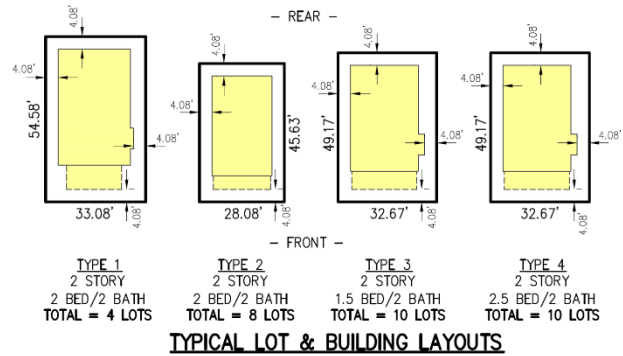
❖ Type 1 – 4 lots

- 1,805.5 SF (54.58' x 33.08')
- 2 stories
- 2 bedrooms / 2 baths
- 4.08-foot setbacks

- ❖ Type 2 – 8 lots
 - 1,281 SF (45.63' x 28.08')
 - 2 stories
 - 2 bedrooms / 2 baths
 - 4.08-foot setbacks

- ❖ Type 3 – 10 lots
 - 1,606 SF (32.67' x 49.17')
 - 2 stories
 - 1.5 bedrooms / 2 baths
 - 4.08-foot setbacks

- ❖ Type 4 – 10 lots
 - 1,606 SF (32.67' x 49.17')
 - 2 stories
 - 2.5 bedrooms / 2 baths
 - 4.08-foot setbacks



- The following shall not be permitted within the Planned Development District:
 - Accessory Dwelling Units;
 - Two-family dwellings or duplexes;
 - Twin homes;
 - Mobile homes or manufactured homes;
 - Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham; and
 - Non- residential uses

RELATION TO THE BRENHAM COMPREHENSIVE PLAN, PLAN 2040: HISTORIC PAST, BOLD FUTURE

Plan 2040 was adopted as the City of Brenham Comprehensive Plan on September 19, 2019 and serves as the City’s guiding document in determining zoning and land uses decisions. Adopted with the Comprehensive Plan is the Future Land Use Plan and the establishment of use-specific land use policies, general city-wide land use policies, and standards which produce a quality neighborhood design. Staff finds the following excerpt from Plan 2040 (page 37-38) is relevant for consideration of this request:

Typical features of a quality neighborhood design include:

- Some focal point, whether a park or central green, school, community center, place of worship, or small-scale commercial activity, enlivens the neighborhood and provides a gathering place.
- Equal importance of pedestrian and vehicular circulation. Street design accommodates, but also calms, necessary automobile traffic. Sidewalks along or away from streets, and/or a network of off-street trails, provide for pedestrian and bicycle circulation (especially for school children) and promote interconnectivity of adjacent neighborhoods.
- An effective street layout that provides multiple paths to external destinations (and critical access for emergency vehicles) while also discouraging non-local or cut-through traffic.
- Appealing streetscapes, whether achieved through street trees or other design elements, which “soften” an otherwise intensive atmosphere and draw residents to enjoy common areas of their neighborhood. This should include landscape designs consistent with local climate and vegetation.
- Evident definition of the neighborhood “unit” through recognizable identity and edges, without going so far (through walls and other physical barriers) as to establish “fortress” neighborhoods.

- Set-aside of conservation areas, greenbelts or other open space as an amenity, to encourage leisure and healthful living, and to contribute to neighborhood buffering and definition.

CONCEPT PLAN – SITE LAYOUT & RENDERINGS

Figure 1

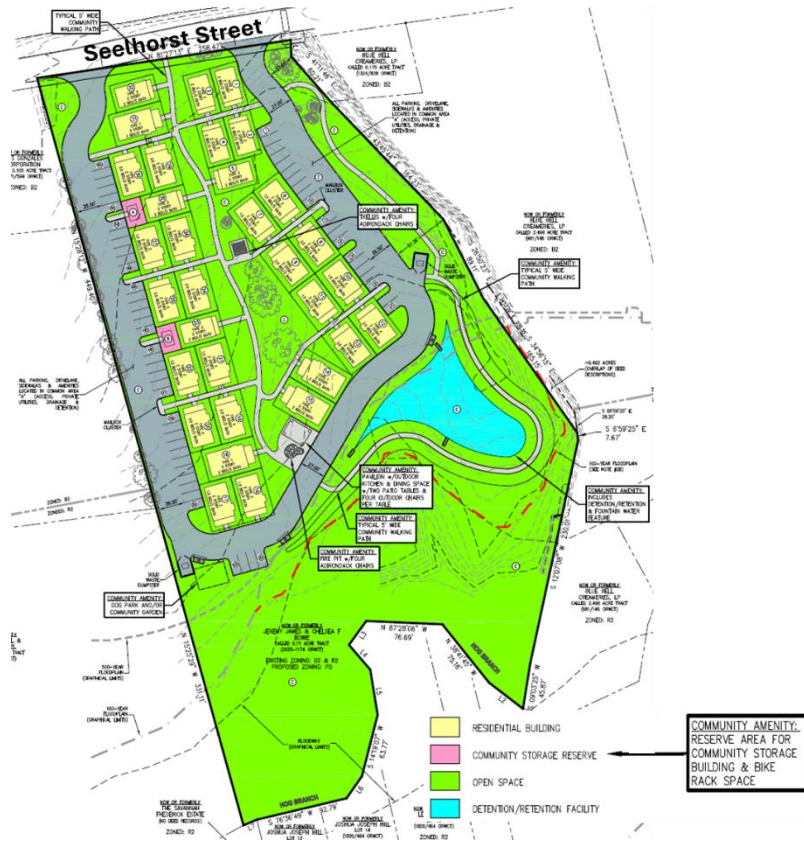


Figure 2

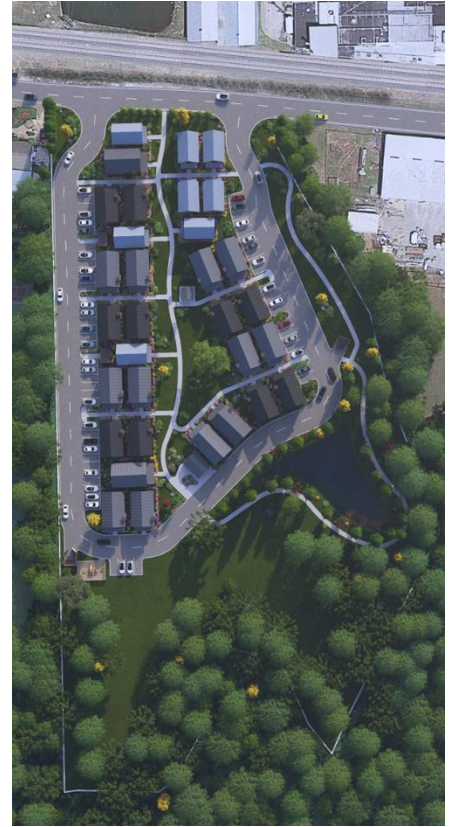


Figure 3



ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The subject property is generally located on the south side of Seelhorst Street, west of S. Chappell Hill Street and east of Dark Street. A large portion of the subject property, and properties to the west are within a B-1, Local Business, Mixed Residential District. The property adjacent to the west is developed as Thyme Day Spa & Salon. This B-1 area is developed primarily as single-family homes along Mills and Dark Streets, while Clinton Street and properties fronting Seelhorst Street are a mixture of residential and commercial uses. The adjacent property to the east is zoned B-2, Commercial Research and Technology and is the site of the former Blue Bell Creamery plant. The building and site is not currently in use. To the north, across Seelhorst Street, the properties are zoned I, Industrial District and developed as industrial uses to include Blue Bell Creamery warehouse and distribution buildings and further north, Stanpac USA, LLC. The southern portion of the subject property and the surrounding area to southeast and southwest are within a R-2, Mixed Residential District. Due to Hog Branch Creek and the floodplain in the area, most of the area is undeveloped, with residential properties developed further to the south along Pecan Street and to the southwest along Clinton Street.

The proposed residential development is unique in that it consists of a cluster subdivision that is regulated primarily by the subdivision ordinance rather than the zoning ordinance. The proposed cluster subdivision consists of individual single-family residential lots that minimally deviate from the City of Brenham's standard subdivision standards for cluster subdivisions as outlined in Section 23-24(3). As described previously, the proposed 5.733-acre subdivision exceeds the minimum cluster development site area of 3-acres and meets the side yard standards that building lines may not be closer than 10-feet from any side lot line in an adjacent subdivision with conventional lot standards and that no corner lot (the northern most lots) are a minimum of 15-feet from the right-of-way of Seelhorst Street. Within the interior of the cluster housing subdivision, Section 23-24(3)(b)(ii) requires a minimum side yard setback between building lines of 8-feet and a minimum of 30-feet to be maintained between rear building lines of adjacent units. As shown in the proposed typical lot and building layouts, the applicant is proposing a minimum setback from all building lines of 4.08-feet. Thus, the minimum side yard building line of 8-feet will be met, however the required minimum 30-feet between rear building lines of adjacent units will only be attained for the 10 of the 32 units.

Conventional R-1, single-family residential lot standards in the City of Brenham consist of a lot area of 7,000 square feet, minimum of width of 60-feet, minimum depth of 115-feet, with 25-foot front and rear yard setbacks and minimum 10-foot side yard setbacks. As shown in

Figure 4

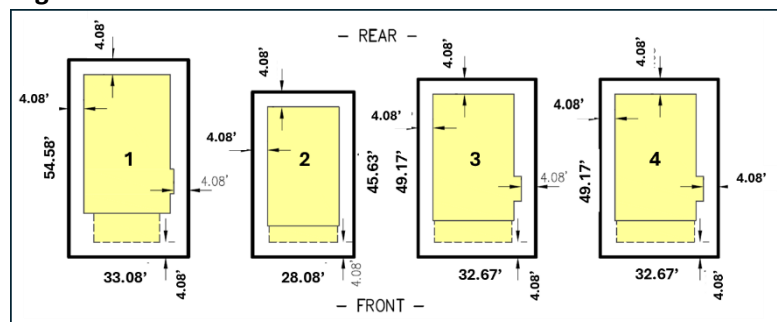


Figure 4, the proposed cluster development has four (4) lot/housing types, with lot sizes ranging from approximately 1,281 square feet to 1,606 square feet. Each home is proposed to be two stories in height and to have a setback of 4.08-feet on all sides. A total of four (4) dwelling units are proposed for Lot Type 1, with each lot being 33.06-feet x 54.56-feet (1,805 SF) and homes consisting of 2 bedrooms and 2 bathrooms. Eight (8) dwelling units are proposed for Lot Type 2, with each lot being 28.08' x 45.63' (1,281 SF), and homes consisting of 2 bedrooms and 2 bathrooms. Ten (10) dwelling units are proposed for Lot

Type 3, that consists of lots that are 32.67-feet x 49.17-feet (1,606 SF), with homes consisting of 1.5 bedrooms and 2 bathrooms. Lastly, ten (10) dwelling units are proposed for Lot Type 4, that consists of the same dimensions as Type 3 with 32.67-feet x 49.17-feet (1,606 SF), with homes having 2.5 bedrooms and 2 bathrooms.

In exchange for the deviations to the City of Brenham subdivision standards, Chelsea Build, LLC. proposes trails and greenspace amenities that are detailed in Exhibit "D." These extensive amenities include five foot (5') wide sidewalks and trails within the residential area, to include connectivity from each home to a loop through the middle of the residential area that circles around the retention pond and along the eastern property line for a continuous trail that measures approximately 1,270 feet (.25 miles) in length. In addition, the detention for the site will be served by a retention pond with a water fountain feature that will be located on the southeast corner of the site. Two different community gathering locations will also be provided. First, a pavilion near the southern end of residential loop that will include two (2) patio tables with four (4) outdoor chairs per table and a fire pit with four (4) Adirondack chairs. The second gathering spot is a centrally located trellis covered area in the common green space that will have seating provided with four (4) Adirondack chairs. The site will also have space designated for either a dog park and/or a community garden. The proposed dwelling units do not have garages; thus two (2) community storage buildings will provide gardening tools, a ladder, and miscellaneous storage space. Lastly, bike racks will be located near each of the community buildings. The City of Brenham Subdivision and Zoning Ordinances seek to establish standards which provide for the orderly, safe and healthy development of the community and protect the morals and general welfare of residents and citizens while protecting small town character as reflected in the Comprehensive Plan. Staff finds that the proposed PD meets the intent of the development standards by providing neighborhood design characteristics and elements which make a subdivision attractive and valuable for the long-term.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of Plan 2040: Historic Past, Bold Future, suggests the subject property may be appropriate for single-family residential uses. If the requested zone change were approved, the subject property would allow for development in keeping with the Future Land Use Plan and policies by allowing a single-family home subdivision.

Furthermore, the proposed PD includes amenities and subdivision design characteristics that exceed the City's standard subdivision and zoning standards as recommended in Plan 2040. Plan 2040 includes an excerpt which highlights what neighborhood attributes contribute to a sustainable and attractive subdivision. The applicants are proposing to meet most of these guidelines by providing features such as sidewalks for interconnectivity within the site and for leisure, a retention pond with a water fountain feature, greenbelt areas with 50 percent open space, and multiple community gathering spaces for a sense of community. Staff finds that the proposed request is aligned with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has access to City of Brenham water, gas and sanitary sewer along Seelhorst

Street. A water and sanitary sewer hydraulic study was performed by Strand Associates at the cost of the Developer to evaluate the planned residential development and its impact to the water and sanitary sewer utility systems. As shown in the Lot & Easement Layout in Exhibit E, a 20-foot public utility easement is proposed to be provided along the outer edge of the units and through the middle of the development to create a looped system as required by the Public Infrastructure Design Manual. A 20-foot sewer line easement will also be provided near the southern portion of the subject property to connect the development to the existing sanitary sewer line located on the property. Each of the 32-units will have individual services from the line extended through the public utility easement. Lastly, impact fees will be assessed at the time of subdivision plat for all units within the development. Staff finds that utilities in the area shall be extended at the cost of the developer to serve the subject property and the proposed development.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed zone change, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on April 16, 2025. The Notice of Public Hearing was published in the Brenham Banner on April 16, 2026. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the subject property will be required to adhere to site development standards established in the proposed PD and all applicable ordinances adopted by the City of Brenham. Furthermore, adherence to adopted building codes, maximum impervious coverage requirements, and drainage standards for property zoned R-2 shall apply to the subject tract. As shown in Exhibit "D," the proposed subdivision includes development of approximately 2.8 acres of open space, and 1,880 linear feet of 5' wide concrete sidewalks, to include a 1,270 linear foot loop that circles a proposed retention pond with a water fountain feature. The development also has sidewalk/trail connectivity throughout to allow for residents to access community amenities. Staff finds that the public green space requirements will ensure that adequate open spaces are maintained throughout the proposed subdivision.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all its residents.

In addition to the proposed amenities offered by the development, the subdivision is also in close vicinity to Downtown Brenham. Being only approximately 1,725 feet or .33 miles to the west, the Downtown shopping district is within walking and biking distance to residents and guests of the neighborhood. One of the amenities offered within the development are two sets of bike racks for

community use. Staff finds that the location and walkability of the proposed development both within the site and to nearby businesses will enhance the quality of life for all its residents.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The applicant proposes a variety of subdivision standards that contribute to quality neighborhood culture and promotes land development consistent with the adopted development standards and the Comprehensive Plan. For example, the City of Brenham subdivision ordinance does not currently require the development of sidewalks or parks within a single-family home subdivision. However, the applicant proposes to provide 1,880 linear feet of 5-foot-wide sidewalks that directly connects the front door of each dwelling unit to a sidewalk pathway that provides interconnectivity to neighbors, to parking, green open areas, community gathering spaces within the common area, the walking loop, and community storage buildings. While the cluster subdivision design is unique and the rear setbacks are reduced, the amenities meet the intent of the ordinance in terms of preserving open spaces within the development. Staff finds that the proposed PD, if approved will allow for the development of a single-family neighborhood in accordance with the adopted development standards and Plan 2040 in terms of promoting land uses consistent with the community's plan.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

The subject property is adjacent to Thyme Day Spa & Salon to the west and the abandoned Blue Bell Creamery plant to the east, vacant residential land to the south that is mostly characterized as 100-year floodplain, and Seelhorst Street to the north. Staff is unable to determine any incompatible uses or development with the proposed PD.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures, which negatively impact adjoining properties.

Staff is unable to determine any destabilizing effects on the neighboring properties should this rezoning request be approved.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community and regional markets.

If approved, the proposed rezoning will allow for the development of a single-family residential cluster subdivision. While Seelhorst is classified as a local street, the subject property is south of an industrial district and adjacent to B-1 properties to the west and B-2 properties to the east. The nearest land currently available for commercial development is the adjacent property to the east, which could be developed to serve the neighborhood, community and regional markets.

- (12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently undeveloped, vacant land. Staff is not aware of any hindrances on the

property created by legally existing incompatible uses. The proposed rezoning will allow for compatible, legally conforming development.

(13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds that the proposed rezoning change will allow for the orderly growth and development in the general vicinity and throughout the city. Furthermore, the proposed rezoning is in accordance with the City's adopted Future Land Use Map and Comprehensive Plan.

PLANNED DEVELOPMENT DISTRICT GENERAL GUIDELINES:

In addition to the zoning policies above, Planned Development Districts must also meet the following guidelines:

(1) A Planned Development District shall conform to applicable regulations and standards established by this ordinance.

The zoning regulations that the new PD deviates from do not undermine the density requirements or intent of the cluster subdivision standards. Furthermore, modifications to setbacks are accommodated by quality neighborhood design standards as specified in the Comprehensive Plan, Plan 2040.

(2) A Planned Development District should be compatible with existing or permitted uses on abutting sites, in terms of use, building height, bulk and scale, setbacks and open spaces, landscaping, drainage, or access and circulation features.

This proposed single-family residential cluster development is compatible with the surrounding land uses, including residential uses to the west and south, and industrial uses to the north. The proposed PD includes the underlying R-2 zoning district standards and does not deviate from building height, drainage, access or impervious coverage requirements. In addition, the reduced minimum standard cluster development rear yard setback is mitigated by the abundance of greenspace and common areas, to include the community pavilions, sidewalks and walking trails, and retention pond amenities.

(3) A Planned Development District shall not create unfavorable effects or impacts on other existing or permitted uses on abutting sites that cannot be mitigated by the provisions of the planned development.

There are no foreseen unfavorable effects or impacts on the area.

(4) A Planned Development District shall not adversely affect the safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed development and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

A feature of quality neighborhood design listed in Plan 2040 includes placing equal importance on vehicular and pedestrian traffic. The proposed sidewalk trail system is focused on connecting the dwelling units to the common area amenities within the subdivision's interior and east edges, not along the private two-way driveway where vehicles will be present. The development is located adjacent to the Downtown Brenham District and it is likely that with time and additional public investment, sidewalks will extend

from the subject property along Seelhorst and to Downtown Brenham. Overall, Staff finds the proposed PD accounts for the safety and convenience of vehicle and pedestrian traffic generated within the development.

- (5) A Planned Development District must reasonably protect persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.

Detention is planned in the creek/floodplain area on the south side of the development via a retention pond and undeveloped open space. Drainage information will be required at the time of platting and a Homeowners Association will be created with bylaws and governing documents pertaining to the maintenance of the proposed detention/retention area.

- (6) A Planned Development District shall not adversely affect traffic control or adjacent properties by inappropriate location, lighting, or types of signs.

Staff is unable to determine any adverse impacts caused by inappropriate lighting or types of signs. As with all developments, an increase in traffic is expected around the subject property.

- (7) A Planned Development District must protect the public health, safety, or welfare, and shall not be materially injurious to properties or improvements in the vicinity.

This request should not have any adverse impact on the public health, safety or welfare of adjacent property or property in the general vicinity. Furthermore, the proposed amenities within the subdivision will enhance the public health and welfare of the homeowners and City of Brenham residents in general.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed zoning to a Planned Development District (PD) for the subject 5.733 acres of land located at 708 Seelhorst Street, being further described as Tract 32 of the Arrabella Harrington Survey, A-55, in Washington County, Texas.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Proposed Concept Plan Site Layout
- E. Lot & Easement Layout
- F. Concept Plan Utility Layout
- G. Site Renderings

EXHIBIT "A"
AERIAL MAP



Location Map
Rezoning B1 & R2 to PDD
708 Seelhorst Street

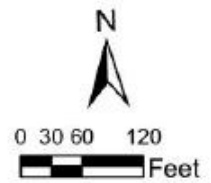
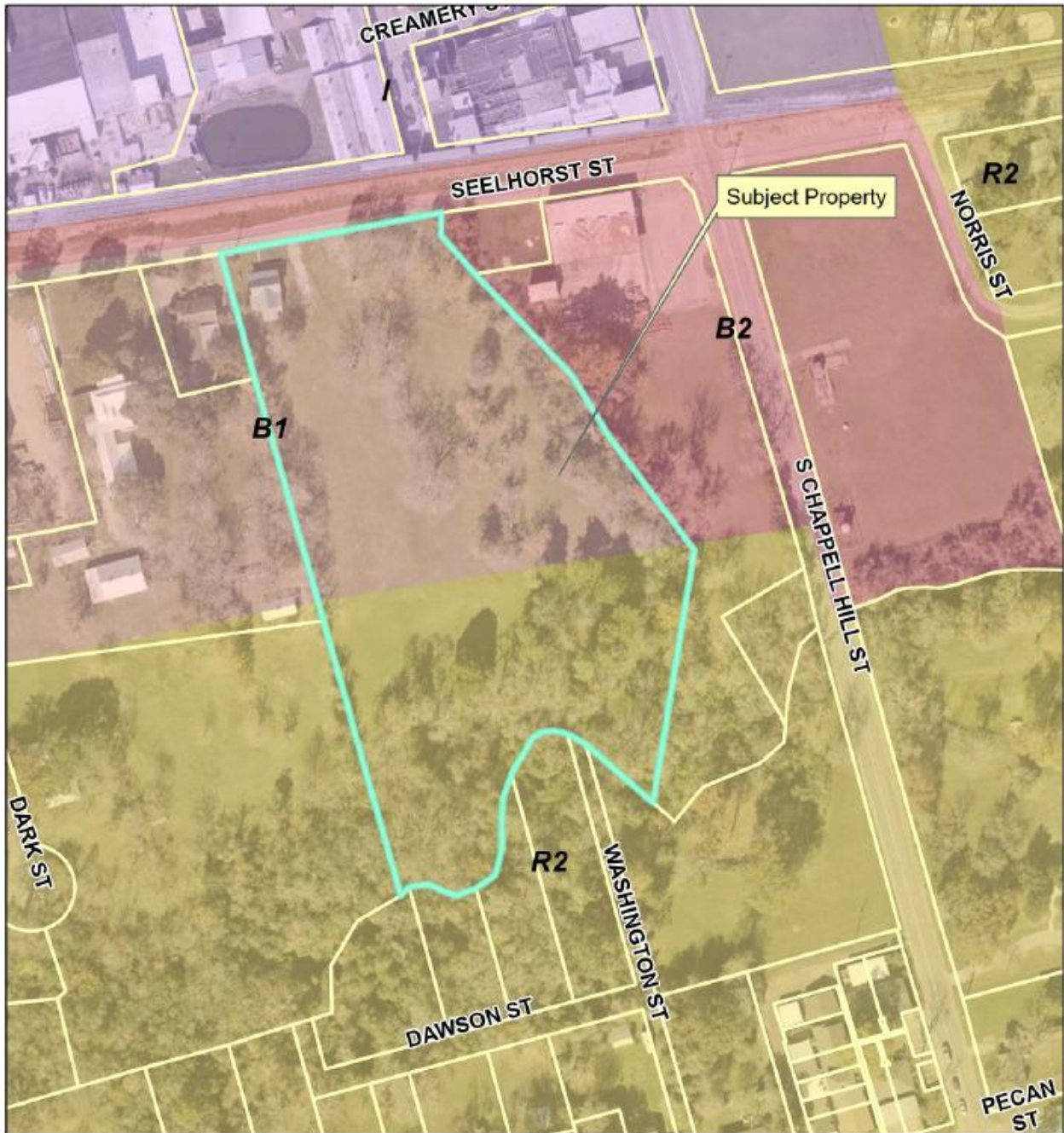


EXHIBIT "B"
ZONING MAP



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

Zoning Map
Rezoning B1 & R2 to PDD
708 Seelhorst Street



EXHIBIT "C"
FUTURE LAND USE MAP



Legend

-  City Parcels
-  City Roads
- FLU_FINAL**
-  Single Family Residential
-  Commercial
-  City Limits

**Future Land Use Map
Rezoning B1 / R2 to PDD
708 Seelhorst Street**

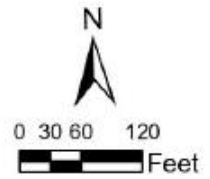
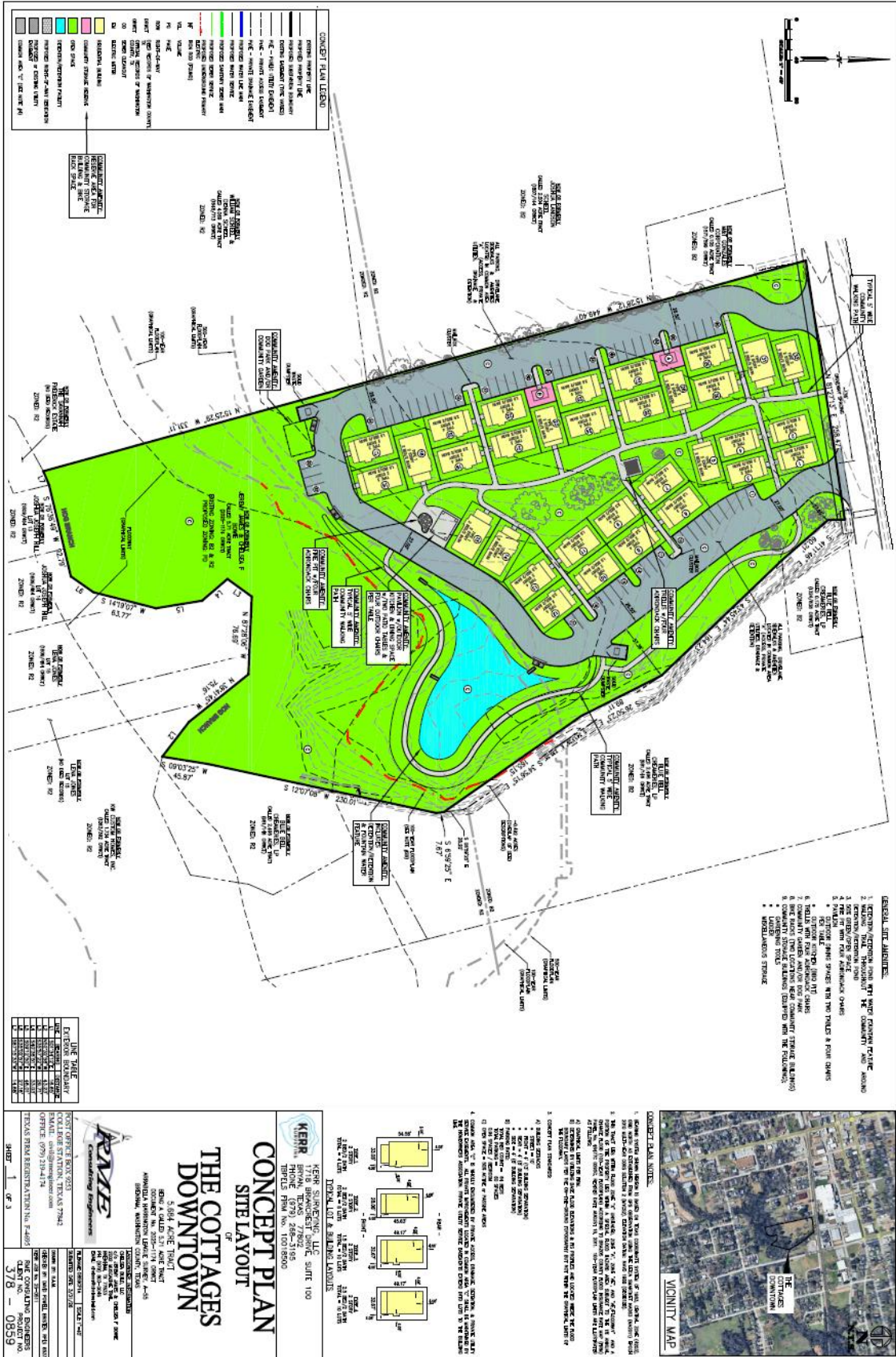
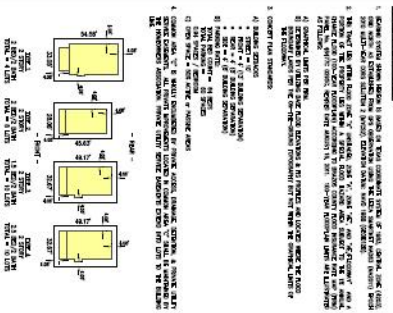


EXHIBIT "D" PROPOSED CONCEPT PLAN SITE LAYOUT



- GENERAL SITE CHARACTERISTICS:**
1. EXISTING UTILITIES: THE SITE IS A 100% DEVELOPED LOT WITH EXISTING UTILITIES (WATER, SEWER, GAS, ELECTRICITY) AND A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 2. EXISTING BUILDINGS: THE EXISTING BUILDINGS ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 3. EXISTING DRIVEWAYS: THE EXISTING DRIVEWAYS ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 4. EXISTING PARKING: THE EXISTING PARKING ON THE SITE IS A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 5. EXISTING LANDSCAPE: THE EXISTING LANDSCAPE ON THE SITE IS A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 6. EXISTING UTILITIES: THE EXISTING UTILITIES ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 7. EXISTING UTILITIES: THE EXISTING UTILITIES ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 8. EXISTING UTILITIES: THE EXISTING UTILITIES ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 9. EXISTING UTILITIES: THE EXISTING UTILITIES ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.
 10. EXISTING UTILITIES: THE EXISTING UTILITIES ON THE SITE ARE A 10' WIDE SIDEWALK ALONG THE WEST PROPERTY LINE.



KERR SURVEYING, LLC
1718 BRUNNENSTROM DRIVE, SUITE 100
KERRVILLE, TEXAS 77923
PHONE: (817) 286-3165
FAX: (817) 286-3166
WWW.KERRSURVEYING.COM

**THE COTTAGES
DOWNTOWN**
CONCEPT PLAN
SITE LAYOUT

1718 BRUNNENSTROM DRIVE, SUITE 100
KERRVILLE, TEXAS 77923
PHONE: (817) 286-3165
FAX: (817) 286-3166
WWW.KERRSURVEYING.COM

CONCEPT PLAN
DATE: 07/15/2024
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

UNE TABLE

1	EXISTING BUILDING
2	EXISTING DRIVEWAY
3	EXISTING PARKING
4	EXISTING LANDSCAPE
5	EXISTING UTILITIES
6	EXISTING UTILITIES
7	EXISTING UTILITIES
8	EXISTING UTILITIES
9	EXISTING UTILITIES
10	EXISTING UTILITIES

378 - 0859

EXHIBIT "G"
SITE RENDERINGS







City Council Regular Meeting
AGENDA ITEM 7

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham’s Official Zoning Map of the Code of Ordinances to Change the Zoning District Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on Approximately 5.733 Acres of Land Being Described as Tract 32 of the Arrabella Harrington Survey, A-55, and Being Further Described as 708 Seelhorst Street, Brenham, Washington County, Texas. (REZONE-26-0003)

Meeting Date: June 4, 2026

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner
Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

This is the accompanying first reading amending the City of Brenham's Official Zoning Map of the Code of Ordinances to change the Zoning District Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on approximately 5.733 acres of land addressed as 708 Seelhorst Street and generally located on the south side of Seelhorst Street, west of S. Chappel Hill Street and east of Dark Street. The proposed Planned Development District Ordinance would allow for the development of a single-family cluster subdivision of 32 homes in accordance to the land use and physical development standards and subdivision of land described herein.

ATTACHMENTS:

1. Ordinance for First Reading

RECOMMENDATION:

Approve an Ordinance on its first reading amending the City of Brenham’s Official Zoning Map of the Code of Ordinances to change the Zoning District Classification from Local Business Mixed Residential District (B-1) and Mixed Residential District (R-2) to Planned Development District (PD) on approximately 5.733 acres of land being described as Tract 32 of the Arrabella Harrington Survey, A-55, and being further described as 708 Seelhorst Street, Brenham, Washington County, Texas. (REZONE-26-0003).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM LOCAL BUSINESS MIXED RESIDENTIAL DISTRICT (B-1) AND MIXED RESIDENTIAL DISTRICT (R-2) TO PLANNED DEVELOPMENT DISTRICT (PD) ON AN APPROXIMATELY 5.733 ACRE TRACT OF LAND BEING DESCRIBED AS TRACT 32 OF THE ARRABELLA HARRINGTON SURVEY, A-55, LOCATED GENERALLY ON THE SOUTH SIDE OF SEELHORST STREET, WEST OF S. CHAPPELL HILL STREET, EAST OF DARK STREET AND ADDRESSED AS 708 SEELHORST STREET, IN BRENHAM, WASHINGTON COUNTY, TEXAS

WHEREAS, the owners of the 5.733 acres of land generally located on the south side of Seelhorst Street, west of S. Chappell Hill Street and east of Dark Street, being further described as Tract 32 of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas (the "Property"), have requested that the Property be rezoned; and

WHEREAS, the owners have presented an application to the City for a PD District to allow the construction of a single-family residential cluster subdivision development as shown in Planning Area Exhibit A, attached hereto and incorporated herein for all pertinent purposes; and

WHEREAS, the Comprehensive Plan, Historic Past, Bold Future: Plan 2040, serves as the City's guiding document in determining zoning and land use decisions, with the establishment of use-specific land use policies, general city-wide land use policies, and standards which produce a quality neighborhood design to include a variety of compatible dwelling types to address a range of needs among potential residents; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to rezone the Property to a Planned Development District; and

WHEREAS, the Planning & Zoning Commission recommended unanimously on May 26, 2026, that City Council grant such proposal to rezone the Property to a Planned Development District; and

WHEREAS, the City Council deems it appropriate to grant such a proposed change in the zoning district classification of the Property as described and shown in Exhibit B attached hereto and incorporated herein for all pertinent purposes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED AS FOLLOWS:

SECTION I.

PURPOSE AND INTENT. The Cottages of Downtown Planned Development District (“Cottages Downtown PD”) is intended to guide land use and physical development of the subject property. This development plan is enacted as a means to provide the City and the Developer with alternative standards set forth by the City for their mutual benefit. The Cottages Downtown PD is intended to improve property utilization by facilitating the highest and best uses, strengthening the area economy, and promoting the general welfare of the surrounding community. The Cottages Downtown PD reflects the goals of the City’s adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, the Cottages Downtown PD shall include public amenities such as, but not limited to, sidewalks, an interconnecting pedestrian concrete trail, community gathering sites, and fifty percent (50%) green/open space. The outlined amenities exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community. The Cottages Downtown PD shall allow only single-family residential uses on approximately 5.733 acres of land out of Tract 32 of the Arrabella Harrington Survey, A-55, being generally located on the south side of Seelhorst Street, west of S. Chappell Hill Street and east of Dark Street (see Exhibit A).

SECTION II.

DEFINITIONS. Terms that are not expressly defined herein below shall have the meanings set forth in the City of Brenham Code of Ordinances. Terms not defined in either this Cottages Downtown PD or the City of Brenham Code of Ordinances shall have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster’s Unabridged Dictionary.

- A. The Cottages Downtown Residential Association, Inc. (“Residential Association”) – shall mean the residential homeowners’ association formed for the purpose of the enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for The Cottages Downtown Subdivision (Residential Property), including, but not limited to, maintenance of Common Areas, Landscaping and Sidewalk Trails, to be recorded in the Official Records of Washington County, Texas.
- B. The Cottages Downtown Residential Subdivision Declaration of Covenants, Conditions and Restrictions – shall mean the Declaration of Covenants, Conditions and Restrictions promulgated by the board of directors of the Residential Association and recorded in the Official Records of Washington County, Texas, as may be amended and/or supplemented from time to time.

SECTION III.

LAND USE AND PHYSICAL DEVELOPMENT. Unless stated otherwise herein, physical development in this PD district shall comply with all development standards, codes, regulations and limitations of the City of Brenham Code of Ordinances that apply to a Cluster Development in accordance with subdivision standards for properties as defined in Section 23-3 of the of the Subdivision Regulations, with the following exceptions or additions to ordinary standards:

- A. Minimum square footage of each lot shall be 1,200 square feet.
- B. Each home shall have a minimum of 80% brick, stone, or masonry-like materials on its front and side elevations exclusive of windows, doors, eaves, gables, trim work, walls above roof lines, and entryways/porches/patios.
- C. Exterior facades of homes within each cluster, as separated by sidewalks that enclose the groups of four or five units, shall differ with a variety of building articulations. The same combination of brick, stone, masonry-like materials, and paint shall not be repeated within the same cluster group. See Exhibit C, attached hereto and incorporated herein for all pertinent purposes, for the map of cluster groups.
- D. Dwelling units shall be constructed with 30-year asphalt shingles, or a product of equivalent durability.
- E. A minimum of 1,875 linear feet of concrete sidewalk, in accordance with the City of Brenham Infrastructure Design Manual, to include a 1,270 linear foot looped walking trail shall be constructed throughout the subdivision.
- F. Retention pond, adequately sized and with water fountain feature, shall be provided.
- G. A prominent Common Area “C”, as shown on Planning Area Exhibit A, that is wholly encumbered by a looped private driveway that provides two access points to Seelhorst Street and 64 parking spaces, drainage, retention, and public utility easements. All private improvements located in Common Area “C” shall be maintained by the Residential Association. Private utility easements shall extend into lots for individual services.
- H. The following amenities shall be provided and maintained by the Residential Association:
 - a. Minimum 200 square foot covered pavilion equipped with the following:
 - Two commercial grade (2) picnic tables and four (4) chairs per table
 - Outdoor kitchen (BBQ pit)
 - Fire pit area with four (4) Adirondack chairs
 - b. Minimum 150 square foot trellis structure centrally located within residential area equipped with four (4) Adirondack chairs.
 - c. Community garden and/or dog park.
 - d. Two (2) bike racks containing slots for a minimum of twelve (12) bicycles.
 - e. Two (2) community storage buildings of 150-200 square feet for use by the residents of the Cottages Downtown Subdivision.

- I. A main entry monument sign and landscaping shall be provided at the entrance on Seelhorst Street.
- J. The minimum width of the private access drive providing ingress and egress from and to Seelhorst Street shall be twenty-six (26) feet of pavement, and built to the standard as defined in the Public Infrastructure Design Manual.
- K. Dumpster shall be placed a minimum of thirty (30) feet from the west property line.
- L. Right-of-way dedication. Developer shall dedicate 2,058 square feet of variable width along Seelhorst Street. (Exhibit A).
- M. Screening Fence. Developer shall install 535 linear feet of solid wood fence 8-feet in height along west property line generally from right-of-way line to the 100-year floodplain limit.

SECTION IV.

SUBDIVISION OF LAND. The subdivision of land within the Cottages Downtown PD shall be in accordance with subdivision standards for properties in a cluster housing development as defined in Section 23-3 of the of the Subdivision Regulations with the following exceptions or additions to ordinary standards:

- A. Thirty-two (32) single-family unit cluster development with platted independent lots generally in accordance with Section 23-24(3) of the Subdivision Ordinance unless specified herein.
 - The minimum lot width shall not be less than twenty-eight (28) feet.
 - The minimum lot depth shall not be less than forty-five (45) feet.
 - The minimum lot area shall not be less than 1,200 square feet.
 - Front yards shall have a minimum depth of four (4) feet and minimum building separation of thirteen (13) feet.
 - Side yards shall have a minimum width of four (4) feet and minimum building separation of eight (8) feet unless a side yard is adjacent to a side street, in which case the minimum side yard shall be ten (10) feet, according to Subdivision standards in Section 23-24(3).
 - Rear yards shall have a minimum depth of four (4) feet with eight (8) feet of building separation.
- B. Two access points to Seelhorst Street are provided by a private Residential Association maintained two-way driveway that is a minimum of 26-feet in width.
- C. Typical Lot & Building Layouts: Four (4) Lot/Home Types
 - I. Type 1 – 4 lots
 - 1,805.5 SF (54.58' x 33.08')
 - 2 stories
 - 2 bedrooms / 2 baths
 - 4.08-foot setbacks

- II. Type 2 – 8 lots
 - 1,281 SF (45.63' x 28.08')
 - 2 stories
 - 2 bedrooms / 2 baths
 - 4.08-foot setbacks
 - III. Type 3 – 10 lots
 - 1,606 SF (32.67' x 49.17')
 - 2 stories
 - 1.5 bedrooms / 2 baths
 - 4.08-foot setbacks
 - IV. Type 4 – 10 lots
 - 1,606 SF (32.67' x 49.17')
 - 2 stories
 - 2.5 bedrooms / 2 baths
 - 4.08-foot setbacks
- E. The following shall not be permitted within the Cottages of Downtown Planned Development District:
- a) Accessory Dwelling Units;
 - b) Two-family dwellings or duplexes;
 - c) Twin homes;
 - d) Mobile homes or manufactured homes;
 - e) Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham; and
 - f) Non- residential uses

SECTION V.

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 VI.

This Ordinance shall in no manner amend, change, supplement or revise any portion of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms and conditions of the Planned Development District provided for herein.

SECTION VII.

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

PASSED and APPROVED on its first reading this the ____ day of June 2026.

PASSED and APPROVED on its second reading this the ____ day of June 2026.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Public Management, Inc. Related to the Application and Administration Services Associated With the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) Program for the Highway 36 South Elevated Storage Tank (Project No. 63C-24C) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 4, 2026

Department: Public Utilities

Staff Contact: Jerry Saldivar, Director of Water and Wastewater

SUMMARY STATEMENT:

The City of Brenham wishes to enter into a Professional Service Agreement with Public Management, Inc. for application and administration services related to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grants (WSIG) for Project No. 63C-24C (Highway 36 South Elevated Storage Tank). For and in consideration of the services rendered by the Consultant pursuant to this Agreement, the City shall pay Public Management, Inc. a fee not to exceed \$6,500.00 for application services and \$163,000.00 for administration services, for a total amount not to exceed \$169,500.00.

These services include application preparation, grant administration, recordkeeping, financial management, construction management, contract administration, environmental services, procurement/bidding/contracting, and contract closeout assistance, as further described in Attachment I of the agreement.

Staff respectfully asks Council to approve the Professional Service Agreement between the City of Brenham and Public Management, Inc. for application and administration services related to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grants (WSIG) for Project No. 63C-24C (Highway 36 South Elevated Storage Tank), in an amount not to exceed \$169,500.00.

ATTACHMENTS:

1. Public Management Inc. Contract

RECOMMENDATION:

Approve an agreement between the City of Brenham and Public Management, Inc. related to the Application and Administration Services Associated with the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grants (WSIG), in an amount not to exceed \$169,500.00, for the Highway 36 South Elevated Storage Tank (Project No. 63C-24C) and authorize the Mayor to execute any necessary documentation.

This contract (“Contract”) is made and entered effective _____, 2026 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas (“Consultant”) and the **CITY OF BRENHAM**, a Texas home-rule municipal corporation (“Client”) for the purpose of retaining Consultant to render **Application** and **Administration Services** to the Client associated to the Texas Water Development Board (TWDB) **Water Supply and Infrastructure Grants (WSIG)**.

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries as applicable;
- Advise client on funding availability, anticipated scoring, selection, and award process.

Application Preparation for Mitigation Projects (as applicable): In addition to general application preparation services, the Consultant will provide grant application development services, to include review and coordination with the State Water Plan and/or Intended Use Plan. Preparation and submission of applications for grant funding in compliance with local and state requirements.

- Review Notices of Intent;
- Develop and implement local criteria to prioritize applicants;
- Facilitate the collection of data and necessary information as needed to develop of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of project evaluations to include list of data needs
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements

of grant application;

- Assist Client with execution of required certifications and other documents;
- Assist Client with the completion and submittal of grant applications;
- Respond to requests for information post-application submittal (RFIs).

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract, and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with establishing a filing system and maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed by Consultant and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated by Consultant as necessary to ensure compliance with funding source and administrative agency;
- Consultant will assist Client in ensuring records will be retained for the appropriate period as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system. Consultant will:

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources. To the extent there is any area of overlap or conflict between the services to be performed by Consultant and project engineer, the Client will determine in its sole discretion the allocation of responsibilities between the Consultant and project engineer. Consultant will:

-
- Assist the Client in submitting/setting up project applications in the Agency's system of record;
 - Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;

- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met. Consultant will:

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);
- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Relocation Assistance and Real Property Acquisition Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc., if expressly requested by Client's City Manager in writing, will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer, and other members of the project team to assure appropriate level of environmental review is performed. Consultant will:

- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance as applicable;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review,

including State/Federal Agency requiring further studies and/or comments from public or private

entities during public comment period;

- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project. Consultant will:

- Aid Client to ensure compliance with Local Government Code and all other procurement laws as applicable to the project.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the “Administratively Closed” status. Consultant will:

- Ensure projects outcomes are in line with contract documents and funding agency’s goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the project. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials  _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with all of the terms and conditions of this Contract, including but not limited to **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract as a procurement of professional services exempt from the procurement procedures of Chapter 252, Texas Local Government Code.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **Texas Water Development Board (TWDB) Water Supply and Infrastructure Grants (WSIG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee of **Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00)** for **Application Preparation Services**. Application Preparation Services will be billed based upon percent of work complete on the date following the application due date.

For work associated to **Texas Water Development Board (TWDB) Water Supply and Infrastructure Grants (WSIG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee based on the table below for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees, subject to mutual agreement with the Client, based on the type of project being pursued:*

<u>TWDB Grant Amount</u>	<u>Percentage of Grant</u>	<u>Fee Not to Exceed</u>
\$0 - \$1,000,000	6.0%	\$60,000.00
\$1,000,001 - \$2,500,000	5.5%	\$137,500.00
\$2,500,001 - \$5,000,000	5.0%	\$250,000.00
\$5,000,001 - 7,500,000	4.5%	\$337,500.00
\$7,500,001 - \$10,000,000	4.0%	\$400,000.00
\$10,000,001 - \$15,000,000	3.5%	\$525,000.00
\$15,000,001 - \$25,000,000	3.0%	\$750,000.00
\$25,000,001 - \$40,000,000	TBD	TBD

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates. *Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**.* Consultant must obtain the prior written approval of the Client's City Manager prior to performing any services that fall outside the regular scope and/or are not part of the proposed scope.

VII.

Payment of the fees associated with (“**Part V. and VI.**”) - Payment Schedule of this Agreement – shall be contingent upon funding award with the exception of the Application Preparation Services fee in the amount of \$6,500.00, which shall be retained by Consultant even in the event grant funds are not awarded to the Client. In the event that grant funds are not awarded to the Client this agreement automatically terminate immediately without the necessity of any action by either party.

VIII.

For purposes of this Contract, the City Manager or her designee will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days’ written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant pursuant to this Contract shall, at the sole option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant’s services and work at Client’s convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the sole option of Client, be turned over to Client and become the property of Client.

XI.

Client, the Texas Water Development Board (TWDB), Inspectors General, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract.

Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers, and records relating to subcontractor's contract with Consultant for the administration, construction, engineering, or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including but not limited to any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflicts of law provisions. Exclusive venue for any claim, dispute, lawsuit or other proceeding shall be in a court of competent jurisdiction in Washington County, Texas.

XVIII.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XIX.

Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.

 **PUBLIC
MANAGEMENT**
P.O. BOX 1827
CLEVELAND, TEXAS 77328-1827


PATRICK K. WILTSHIRE
President/CEO

Chief Elected Official

ATTEST:

**Attachment I
Work Authorization**

For work associated to **Application Preparation WSIG**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Six Thousand Five Hundred Dollars and 0/100 (\$6,500.00)


For work associated to **Administration Services: Highway 36 Elevated Storage Tank**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed (*based on \$3,267,000 project budget*):

One Hundred Sixty-Three Thousand and 0/100 (\$163,000.00)

The fees are payable upon receipt of invoice from Consultant in accordance with Texas Government Code Chapter 2251 and the following schedule for Administrative Services.

<u>APPLICATION PREPARATION SERVICES</u>	
Application Preparation	\$6,500.00
<u>GENERAL ADMINISTRATIVE SERVICES</u>	
Preliminary Administrative Requirements	\$40,750.00
Environmental Review	\$16,300.00
Start of Construction	\$48,900.00
Construction Completion	\$48,900.00
Contract Closeout	\$8,150.00
TOTAL FEE	\$169,500.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.



 PATRICK K. WILTSHIRE
President/CEO

 Chief Elected Official

 ATTEST:

**Attachment II
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.
2026 Hourly Rate

Principal Consultant	\$200.00/HR
Project Manager	\$185.00/HR
Planner	\$185.00/HR
Assistant Project Manager	\$150.00/HR
GIS Technician	\$140.00/HR
Executive Assistant	\$110.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2026. In January, 2027, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly, subject to written approval of Client.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant (also sometimes referred to herein as "Contractor") agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

f) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. Consultant will ensure that all drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, Consultant shall ensure that the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, Consultant shall ensure that the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), Consultant shall ensure that access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. Consultant shall ensure that all required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.



City Council Regular Meeting
AGENDA ITEM 9

Agenda Item: Discuss and Possibly Act Upon a Proposal from Vortex Services Related to Henderson Park Lift Station Rehabilitation Through Texas BuyBoard Contract No. 731-24 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 4, 2026

Department: Public Utilities

Staff Contact: Jared Beckendorf, Utility Project and Warehouse Manager

SUMMARY STATEMENT:

This agenda item is for Council’s consideration and approval of a proposal from Vortex Services LLC in the amount of \$128,310.00 for the rehabilitation of the Henderson Park Lift Station wet well and piping. Vortex Services LLC submitted this proposal through the BuyBoard Cooperative Purchasing Program (Contract No. 731-24), satisfying procurement requirements.

The proposed work includes mobilization, complete cleaning of the lift station wet well, vector truck services, and installation of a composite rehabilitation system consisting of a cementitious liner and epoxy/polyurea protective coating. The project also includes labor for removal and replacement of existing wet well piping and associated components. The materials to replace the piping will be supplied by the City of Brenham. The rehabilitation work is intended to control infiltration, restore structural integrity, and extend the operational lifespan of the Henderson Park Lift Station.

Please note this project was included in the FY 2025 – 2026 budget.

The City of Brenham Public Utilities Department respectfully requests that City Council award the Henderson Park Lift Station Rehabilitation Project to Vortex Services in the total amount of \$128,310.00.

ATTACHMENTS:

1. Proposal

RECOMMENDATION:

Approve a proposal from Vortex Services related to Henderson Park Lift Station Rehabilitation through Texas BuyBoard Contract No. 731-24, in the amount of \$128,310.00, and authorize the Mayor to execute any necessary documentation.



To: City Of Brehnam	Contact: Jerry Saldivar
Address: 200 W. Vulcan St. Brenham, TX 77833 US	Phone: (979) 337-7434
Project Name: TX - Brenham - Lift Station Rehabilitation	Fax:
Project Location: Brenham, TX	Bid Number: 2616991-1
	Bid Date: 3/10/2026

Proposal Based on BuyBoard Contract 731-24

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
I.20A.048	Mobilization - Texas	1.00	EACH	\$4,000.00	\$4,000.00
I.5A.045	Heavy Lift Station Cleaning (Remove All Debris To Bottom Of LS - 4 Hr Minimum) - Exiting Coating Removal	1.00	EACH	\$5,390.00	\$5,390.00
I.5A.049	Vactor Truck Services	10.00	HR	\$625.00	\$6,250.00
I.3A.023	Rehabilitation - Composite System - 1" Cementitious + 125 Mils Epoxy / Polyurea	998.00	SF	\$65.00	\$64,870.00
II.21A.017	Infiltration Control - Chemical Grout (Additional Grouting Will Be Billed By The Gallon)	0.00	GAL	\$525.00	\$0.00
CO	Wet Well Piping Replacement? (LABOR ONLY) Remove Three 8" Discharge Lines From Wet Well Remove Guide Rails Remove Top Guide Rail Brackets Cut Top Of Concrete To Remove Discharge Pipes Install Wood Forms For Concrete Installation. *Pricing Does Not Include Materials	1.00	EACH	\$47,800.00	\$47,800.00

Total Bid Price: \$128,310.00

Notes:

- All dewatering, damming, flow control, and / or bypass pumping will be provided by Others.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) needed will be provided by Others.
- Owner will provide a portable hydrant meter and access to onsite water for our use free of charge.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing. Pricing excludes removal and replacement of piping and any pipe coating.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- Standard wages are included. Therefore, Prevailing wages / Union Wage Rates / Apprenticeships are not included in this bid proposal. Client / GC must notify Vortex if the project is Certified payroll prior to contract execution or additional fees may apply.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- Vortex's bid proposal shall be incorporated into the subcontract agreements. Vortex will initiate this project upon an agreement or receipt of a subcontract or purchase order. Copies of payment and performance bonds must be provided to Vortex.
- Any delays besides weather that is outside of our control will be billed at a standby rate of \$1,250 / hour.
- Proposal does not include any manhole ring and cover adjustments or raising / lowering, or step removal and / or replacements. Proposal does not include installing of any inflow dish and chimney seals.
- Owner will provide a washout area for mortar equipment.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Nate Kennedy
(832) 392-1816 nkennedy@vortexcompanies.com



City Council Regular Meeting
AGENDA ITEM 10

Agenda Item: Discuss and Possibly Act Upon Award of a Contract For RFP No. 26-009 Related to Bad Pole Change-Outs and Old Chappell Hill Rd. Line Upgrade Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 4, 2026

Department: Public Utilities

Staff Contact: Jared Beckendorf, Utility Project and Warehouse Manager

SUMMARY STATEMENT:

On April 27, 2026, the City of Brenham opened bids for RFP 26-009 (Bad Pole Change-Outs and Old Chappell Hill Rd. Line Upgrade Project). The Scope of work for the Bad Pole Change-Out includes the replacement of thirty-four (34) existing electric power poles. The Scope of work for the Old Chappell Hill Road Line Upgrade includes the upgrade of an existing two-phase, overhead power line by removal of the existing #4 ACSR conductors and installing new three-phase #1/0 ACSR conductors for approximately 2,100 FT, and replacing sixteen (16) electric power poles along Old Chappell Hill Rd.

There was a total of 8 bids received with 5 Star Electric LLC being the lowest bidder at \$248,323.71. Bids were very competitive, ranging from \$248,323.71 to \$554,000.00. McCord Engineering, the engineer for the project, reviewed all the bids and recommended 5 Star Electric be awarded the project due to best value and best conforming bid received.

Staff respectfully ask that Council award RFP No. 26-009 to 5 Star Electric, LLC in the amount of \$248,323.71.

ATTACHMENTS:

1. 2026-05-12 Bid Recommendation

RECOMMENDATION:

Award RFP No. 26-009 related to Bad Pole Change-Outs and Old Chappell Hill Rd. Line Upgrade Project to 5 Star Electric, LLC in the amount of \$248,323.71 and authorize the Mayor to execute any necessary documentation.



May 12, 2026

Kyle Branham
City of Brenham
Purchasing/Public Works Project Manager

RE: RFP No. 26-009 - Bad Pole Change-Outs and Old Chappell Hill Rd. Line Upgrade Project

Dear Mr. Branham,

On April 27, 2026 bids for the above referenced Bid were opened by the City of Brenham and on April 29, 2026 were received by McCord Engineering, Inc. Enclosed herewith as Exhibit "A" is our recommendation to your City of the Bidder who provides the best value and submitted a satisfactory and conforming bid. It is our recommendation that the City award this bid to **5 Star Electric LLC**. The total contract price for the bid is **\$248,323.71**.

Please do not hesitate to let us know if any questions arise in reference to this bid solicitation and our recommendations made herein. We sincerely appreciate the opportunity to assist your City on this project, and are most thankful for the assistance and cooperation extended to us by City staff.

Sincerely,
McCord Engineering, Inc.

Rex N. Woods, P.E.
President

RNW/cac
Enclosures

cc:
William Bissette, General Manager of Public Utilities
Paul Pustejovsky, MEI Program Manager

**City of Brenham - 2026 Bad Pole Change-Outs and Old Chappell Hill Road Line Upgrade Project
RFP No. 26-009 BID SUMMARY**

	S Star Electric	Miss Lou Electric Services	C&G Electrical	Ardent Services	Arrowhead Line	BIRD	Primoris T&D	Altitude Energy
2026 Bad Pole Change-Outs	\$ 111,244.89	\$ 165,903.80	\$ 223,519.85	\$ 186,463.00	\$ 131,181.04	\$ 152,838.28	\$ 234,016.60	\$ 248,500.00
Old Chappell Hill Road Line Upgrade Project	\$ 116,898.55	\$ 96,871.26	\$ 178,815.88	\$ 177,215.00	\$ 79,827.54	\$ 116,560.04	\$ 165,939.71	\$ 168,500.00
Payment and Performance Bonds	\$ 3,972.18	\$ 15,300.00	\$ 10,058.39	NO ENTRY	\$ 5,247.26	\$6,800 - not charging	\$ 7,238.94	\$ 15,000.00
Insurance	\$ -	\$ 6,800.00	Included	NO ENTRY	\$ 10,494.52	\$1,144.17- not charging	Covered in our rates	\$ 5,000.00
Mobilization/Demobilization (5% Max of Total Bids Less Owner Furnished Materials)	\$ 6,208.09	\$ 10,300.00	Included	NO ENTRY	\$ 13,118.15	\$ 6,073.60	\$ 40,760.55	\$ 27,000.00
Traffic Control	\$ 10,000.00	\$ 26,400.00	Included	NO ENTRY	\$ 10,494.52	\$ 78,155.00	\$ 20,540.52	\$ 90,000.00
Contractor provided Lay-Down Yard	\$ -	\$ -	Included	NO ENTRY	\$ 12,000.00	\$ -	NO ENTRY	\$ -
Total	\$ 248,323.71	\$ 321,575.06	\$ 412,394.12	\$ 363,678.00	\$ 262,363.03	\$ 353,626.92	\$ 468,496.32	\$ 554,000.00
<i>Document Checklist</i>								
Proposal Form	Y	Y	Y	Y	Y	Y	Y	Y
Contractor's Qualifications	Y	Y	Y	Y	Y- Provide personnel upon my award	Y	Y	Y
Price Sheet	Y	Y	Y	Y	Y	Y	Y	Y
Proposal Bond Form (Bid Bond)	Y	Y	Y	Y	N	Y	Y	Y
Certifications	Y	Y	Y	Y	Y	Y	Y	Y
Exceptions	see pg. 147		None	see pg. 105 requests changes to contract	None	see pg. 78 - requesting changes to contract	see pg. 4	see pg. 2
Exhibit G - Supplemental Work - Equipment Hourly Rates	Y	Y	Y	Y	N	Y	Y	Y
Supplemental Work - Overhead Unit Prices	Y	Y	Y	Y	N	Y	Y	Y
Notes	Will use subcontractor for hand digging services		ROW clearing and hydrovac not included but available via CO via subcontractor					



City Council Regular Meeting
AGENDA ITEM 11

Agenda Item: Discuss and Possibly Act Upon Change Order No. 1 Related to Project No. 66C-16C for the Rehabilitation of the Wastewater Treatment Plant and Project No. 66C-17C for the Rehabilitation of the Process Aeration Blowers and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: June 4, 2026

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Director of Municipal Gas & Utility Services

SUMMARY STATEMENT:

The Rehabilitation of the Wastewater Treatment Plant and Process Aeration Blowers were awarded by City Council to Stoltz Mechanical Contractors, LLC in October 2024 for \$3,755,500.00. During the work on these projects, it was determined that some other repairs that were not included in the original scope are needed. The additional work will include:

- **Aeration Blowers:** Repairs to four blower check valves consisting of replacing internal gaskets at a cost of \$3,400.00.
- **Rehabilitation of Old Wastewater Treatment Plant:** Replacement of a 4-inch butterfly valve at Treatment Unit 1, replacement of clarifier influent box aeration drops and associated stainless steel fittings and valves, replacement of aeration drops and fittings in the combined basin, and fabrication and installation of a new RAS air lift pump manifold in Treatment Unit 2, including replacement of seals in Final Clarifier 3. The total cost for all of these items will be \$53,300.00.

The total cost for Change Order No. 1 will be \$56,700. Also, if approved, this Change Order will also extend the project completion date to August 1, 2026, to allow for the manifold work to be completed. Staff recommends approval of this Change Order for an additional \$53,300.00 for these projects.

ATTACHMENTS:

1. Change Order No .1

RECOMMENDATION:

Approve Change Order No. 1 related to Project No. 66C-16C for the Rehabilitation of the Wastewater Treatment Plant and Project No. 66C-17C for the Rehabilitation of the Process Aeration Blowers, to Stoltz Mechanical Contractors, LLC in the amount of \$56,700.00 and authorize the Mayor to execute any necessary documentation.



May 28, 2026

CHANGE ORDER NO. 1

PROJECT: ARPA Wastewater Treatment Plant Improvements
 OWNER: City of Brenham, Texas
 CONTRACTS: 66C-16C, -17C, and -18C
 CONTRACTOR: Stolz Mechanical Contractors, LLC

Description of Change

1a	Repair the check valve. Remove the blower from service, remove the check valve, replace the internal gasket on the flappers, reinstall the check valve with a new 16-inch fiberglass reinforced silicone gasket, and return the blower to service (four check valve repairs at \$850 each [EA]).	ADD	\$3,400
1b	Replace the 4-inch wafer butterfly valve at Treatment Unit No. 1's transfer basin (previously the chlorine contact tank). Shut down the air, replace the valve, and return the blowers to service (one 4-inch valve replacement at \$800).	ADD	\$800
1c	Replace the clarifier influent box aeration drop, associated fittings, and install a new 2-inch valve to the header. The existing piping and fittings are galvanized. However, items should be replaced with stainless steel (SS) drops, fittings, and valves when reinstalling to the header (two clarifier influent box drops at \$1,750 EA).	ADD	\$3,500
1d	Replace the 2-inch aeration drops, fittings, and valve in the combined basin leaving from the aeration basins. The existing piping and fittings are galvanized. However, items should be replaced with SS drops, fittings, and valves when reinstalling to the header (two combined basin aeration drops at \$2,000 EA).	ADD	\$4,000
1e	Fabricate and install the return activated sludge air lift pump manifold in Treatment Unit No. 2. Replace the seals in the Final Clarifier No. 3.	ADD	\$45,000
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$56,700

City of Brenham–Stolz Mechanical Contractors, LLC
Contracts 66C-16C, -17C, and -18C; Change Order No. 1
Page 2
May 28, 2026

Contract Price Adjustment

Original Contract Price	\$3,755,500
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	\$56,700
Current Contract Price including this Change Order	\$3,812,200

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	May 5, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	90 Days
Current Final Contract Completion Dates including all Change Orders	August 3, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.


RECOMMENDED



ENGINEER–Strand Associates, Inc.®

May 28, 2026
Date

APPROVED



CONTRACTOR–Stolz Mechanical Contractors, LLC

5/28/26
Date

APPROVED

OWNER–City of Brenham, Texas

Date



City Council Regular Meeting
AGENDA ITEM 13

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: June 4, 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.