



**NOTICE OF A REGULAR MEETING  
THE BRENHAM CITY COUNCIL  
THURSDAY, JUNE 18, 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 Steve Soman**
- 3. Service Recognitions:**
  - Vincent Estrada — Gas Department — 10 Years**
- 4. Proclamations**
  - Camp For All**
- 5. Citizen Comments**

**CONSENT AGENDA**

**6. 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.

- 6.a. Approve the Minutes from the June 1, 2026 Workshop Meeting**

**WORK SESSION**

- 7. Discussion and Presentation of the Proposed Design and Aesthetics of the US 290 at SH 36 Interchange Project**
- 8. Discussion and Presentation of Second Quarter FY2025-26 Financial Reports**
- 9. Department Update: Development Services**

## REGULAR SESSION

10. **Discuss and Possibly Act Upon Ordinance No. O-26-011 on Its Second 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)**
11. **Discuss and Possibly Act Upon Resolution No. R-26-019 Authorizing the Acceptance of a Grant Through the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP-R) FY25 for the Purchase of Three (3) 5-Gas Monitors with Three (3) Year Maintenance Service Contracts for the City of Brenham Fire Department**
12. **Discuss and Possibly Act Upon the Award of RFP No. 26-010 Related to the City-Owned Hangar Lease and Authorize the Mayor to Execute Any Necessary Documentation**
13. **Administrative/Elected Officials Report**

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

## EXECUTIVE SESSION

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

## ADJOURN

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

## CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council on Thursday, June 18, 2026 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, June 12, 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 \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## *Proclamation*

**WHEREAS,** for more than 28 years, Camp For All has provided life-changing experiences for children and adults with challenging illnesses, disabilities, and special needs, creating a place where individuals can discover joy, independence, and a sense of belonging; and

**WHEREAS,** Camp For All has become a beacon of hope and possibility, offering a unique environment where campers are encouraged to explore their abilities, build confidence, and experience the fullness of life regardless of physical or medical challenges; and

**WHEREAS,** this summer marks a remarkable milestone as Camp For All prepares to welcome its 200,000th camper, a testament to decades of dedication, compassion, and unwavering commitment to serving others; and

**WHEREAS,** programs such as Camp Dreamcatcher and Camp Rainbow Connection provide children facing the challenges of childhood cancer with the opportunity to simply be kids—creating lasting memories, building friendships, and finding strength through shared experiences; and

**WHEREAS,** the impact of Camp For All extends far beyond its grounds, touching families, caregivers, volunteers, and communities, and inspiring all to lead with kindness, inclusion, and service; and

**WHEREAS,** the City of Brenham recognizes and celebrates the profound difference Camp For All has made in countless lives and the hope it continues to bring to individuals and families across Texas and beyond.

**NOW, THEREFORE,** I, Atwood Kenjura, Mayor of The City of Brenham, do hereby proclaim Thursday, June 18, 2026, as

### **CAMP FOR ALL 200,000<sup>th</sup> CAMPER MONTH**



Atwood C. Kenjura  
Mayor

## **Brenham City Council Minutes**

A Workshop Meeting of the Brenham City Council was held on Monday, June 1, 2026 beginning at 8:30 AM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

### Members Present:

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

### Members Absent:

None

### City of Brenham Staff Present:

Interim City Manager Megan Mainer, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bisette, Director of Gas & Utility Services Shawn Bolenbarr, Police Chief Gary Boshears, Fire Chief Mark Donovan, Chief Financial Officer Julie Flagg, Finance Director Stacy Hardy, Director of HR & Risk Management Susan Nienstedt, Director of Engineering Services Richard O'Malley, Public Works Director Dane Rau, Director of Water & Wastewater Jerry Saldivar, Jordan LaBeth, Josh Daniels, Ande Bostain, Jason Lange, Jessica Perez, Debbie Gaffey, Kevin Schmidt, Steven Eilert, Stephen Draehn, and Kim Hodde

### Citizens/Others Present:

David Kirkpatrick

### Media Present:

None

- 1. Call Meeting to Order**
- 2. Discussion and Presentation of 5-Year Capital Plans for Utility Departments**

Julie Flagg, Chief Financial Officer, presented this item. Flagg provided City Council with a detailed overview of the 5-year Capital Plans for the City of Brenham's Utility Departments. Her presentation included the following:

- Utilities Overview
- Water Fund: Major Project Updates, Capital Overview, Capital Projects, Personnel Requests and 5-Year Financial Forecast
- Wastewater Fund: Capital Overview, Capital Projects and 5-Year Financial Forecast
- Electric Fund: Capital Overview, Capital Projects, Personnel Requests and 5-Year Financial Forecast
- Gas Fund: Capital Overview, Capital Projects, Personnel Requests and 5-Year Financial Forecast
- Drainage Fund

### **3. Department Update: Finance and Accounting Departments**

Julie Flagg, Chief Financial Officer, presented this item. Flagg provided the City Council with a brief update on the Finance and Accounting Departments that included staffing updates and responsibilities. Flagg advised that the recent accomplishments of the Finance and Accounting Departments included the following:

- Finished the FY2024-25 Annual Financial Statements with clean audit opinion.
- Maintained S&P Global bond rating of AA-.
- Awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association.

### **4. Discussion and Presentation of 5-Year Capital Plans for General Fund Departments**

Julie Flagg, Chief Financial Officer, presented this item. Flagg provided City Council with a detailed overview of the 5-year Capital Plans for the City of Brenham's General Fund Departments. Her presentation included the following:

- Revenue Trends Review
- Personnel Requests
- Capital Requests
  - General Fund Overview
  - By Department
- Capital Funding (FY28-FY30)
  - Debt Policy
  - 2027 General Fund Bonds
  - Streets
- Council Direction

## **ADJOURN**

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Atwood C. Kenjura  
Mayor

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Jeana Bellinger, TRMC, CMC  
City Secretary

DRAFT



City Council Regular Meeting  
**AGENDA ITEM 7**

**Agenda Item:** Discussion and Presentation of the Proposed Design and Aesthetics of the US 290 at SH 36 Interchange Project

**Meeting Date:** June 18, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

TxDOT's Bryan District is planning a major safety and mobility project to reconstruct the US 290/SH 36 interchange which is one of the County's busiest and most regionally significant connections. Since the public hearing held in January 2024, TxDOT has continued refining the design for the 3.25-mile project corridor, which includes a new continuous-flow interchange, conversion of frontage roads to one-way operation, upgraded ramps, removal of the existing cloverleaf, reconstruction of the Old Mill Creek and BUS 290 bridges, and the addition of a shared-use pedestrian path. Construction is anticipated to begin in late 2028.

At this stage, the key milestone is to determine the design, landscaping, and overall aesthetics for the intersections within the Brenham city limits, specifically Westwood Lane, SH 36, Old Mill Creek Road, Prairie Lea/FM 389, and Main Street/Business 36. Updated aesthetic elements under consideration include rails, columns, bent caps, abutments, and retaining walls, along with landscaping packages ranging from TxDOT-funded options to enhanced alternatives requiring local participation.

During the upcoming workshop, Doug Marino, P.E. Director of Transportation Planning and Development for TXDOT, will deliver a presentation providing landscaping and preliminary aesthetic designs for review and feedback. Following the workshop and feedback from Council, TxDOT will advance the design, landscaping selections, and overall project aesthetics in the construction documents for contractor bidding.

**ATTACHMENTS:**

None

**FUNDING SOURCE:**

Not Applicable - Workshop Presentation.

**RECOMMENDATION:**

No action - work session discussion only.



City Council Regular Meeting  
**AGENDA ITEM 8**

**Agenda Item:** Discussion and Presentation of Second Quarter FY2025-26 Financial Reports

**Meeting Date:** June 18, 2026

**Department:** Finance

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

**SUMMARY STATEMENT:**

The Finance Division is pleased to provide year-to-date financial performance reports for the second quarter ending March 31, 2026. The General Fund (excluding sub-funds) and the six major utility funds are presented on a budget basis. All financials include comparisons of second quarter FY 2025-26 actual results versus prior year and the second quarter adopted budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

**ATTACHMENTS:**

1. Second Quarter Financial Report

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

No action - work session discussion only.



**MEMORANDUM**

To: Mayor, Council, and Interim City Manager

From: Julie Flagg  
Chief Financial Officer

Subject: Q2 FY 2025-26 Financial Report

Date: June 10, 2026

The Finance Division is pleased to provide year-to-date financial performance reports for the second quarter ending March 31, 2026. The General Fund (excluding sub-funds) and the six (6) major utility funds are presented on a budget basis. All financials include comparisons of second quarter FY 2025-26 actual results versus prior year and the second quarter adopted budget. Electric and Gas Funds are presented without the impact of wholesale power and gas commodity costs which are recovered through pass-thru revenue.

**Second Quarter FY 2025-26 Actual Versus Adopted Budget Comparison**

The General Fund, the Electric Fund, the Water Fund, the Wastewater Fund, and the Sanitation Fund experienced favorable actual to budget net revenues for the second quarter of FY 2025-26. The Gas Fund had lower than budgeted net revenues for the second quarter of FY 2025-26 primarily due to lower revenues and the Drainage Fund has lower than budgeted net revenues for the second quarter of FY 2025-26 primarily due to the timing of concrete work done by in-house crews.

**FINANCIAL PERFORMANCE SUMMARY**

Fund	For Six Months Ending March 31, 2026				
	Revenues & Other Sources	Expenditures & Other Uses	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget \$
General	\$16,695,839	\$11,813,478	\$4,882,361	\$3,078,962	\$1,803,399
Electric Distribution	\$4,132,513	\$3,901,524	\$230,989	(\$140,623)	\$371,612
Gas Distribution	\$926,376	\$987,069	(\$60,693)	(\$34,530)	(\$26,163)
Water	\$4,059,853	\$3,919,642	\$140,211	(\$123,752)	\$263,963
Wastewater	\$2,398,974	\$2,398,559	\$415	(\$160,823)	\$161,238
Sanitation	\$1,465,891	\$1,215,979	\$249,912	\$239,401	\$10,511
Drainage	\$359,401	\$269,011	\$90,390	\$167,806	(\$77,416)

**GENERAL FUND**

The General Fund posted net revenue of \$4,882,361 compared to the budgeted net revenue of \$3,078,962. Much of the general fund revenue is collected in the first half of the year due to the timing of property tax payments. Expenditures are weighted more heavily to the third and fourth quarter for parks & rec, aquatics, and street repair.

Revenues were \$487,821, or 3.5%, above budget for the second quarter, primarily due to better than budgeted sales tax collection and strong building permit revenue, as well as higher interest income. These categories were offset in part by lower than budgeted utility franchise taxes and fines & forfeitures.

The General Fund also benefitted from insurance proceeds of \$637,591 related to the maintenance building fire. Expenditures of \$160,500 related to those proceeds have been spent through March 31. This accounts for \$477,091 of net revenue that will be spent as restoration progresses.

Second quarter FY 2025-26 operating expenditures were favorable at 93.9% of the budget amount.

- Personnel costs were favorable to budget by \$316,871 due to attrition and health insurance savings.
- Maintenance, Services, and Miscellaneous were all under budget, but much of that is likely due to timing differences that will resolve by the end of the year.

**ELECTRIC FUND**

The Electric Distribution Fund posted net revenues of \$230,989 which was \$371,612 greater than the budgeted net loss of \$140,623. The main drivers for the second quarter results include:

- Revenues from charges for services were greater than budget by \$58,108, or 1.6%, primarily due to higher than budget developer fees charged for work done by the City for developer specific projects. Most of the developer fees were related to Stanpac and the new eye clinic being built on Prairie Lea Street.
- Department operating expenditures were \$275,027, or 8.1%, lower than budget mainly due to personnel savings resulting from attrition.
- Non-operating revenue was below budget by \$50,388 due to lower than budgeted investment income.
- Transfers-out to the General Fund were \$114,360, or 12.9%, lower than budget due to lower allocated costs from General Fund support departments, such as Finance, IT, HR, etc.

**GAS FUND**

For the second quarter of FY 2025-26, the Gas Distribution Fund posted actual net loss of (\$60,693), which was greater than the budget net loss of (\$34,530), primarily due to a shortfall in revenue caused by the mild winter weather. Highlights for the second quarter include:

- Revenues from charges for services were \$44,354, or 4.6%, below budget. With mild weather depressing gas usage for heating, revenue billed to customers was under budget by \$69,871, or 7.7%. However, this was offset by developer reimbursement charges and line taps, which were above budget by \$26,680. Developer reimbursement revenue included a total of \$27,883 deferred from FY 2024-25.
- Department operating expenditures were \$4,978, or 21.4%, above budget due to capital outlay, specifically for new service installs and gas regulators. The overage in capital outlay was offset in part by savings in maintenance.
- Transfers-out to the Electric Fund and to the General Fund were lower than budget due to lower allocated costs from support departments. The net impact was a budget savings of \$34,242.

**WATER FUND**

The Water Fund posted net revenues of \$140,211 which was \$263,963 better than the budgeted net loss of (\$123,752). Highlights for the second quarter include:

- Revenues from charges for services were higher than budget by \$279,415, or 7.5%, with billed consumption higher by 11.4%, or 43.0 million gallons. Residential usage was up 13.1%, or 25.1 million gallons over budget and commercial usage was up 9.6%, or 17.9 million gallons over budget.
- Department operating expenditures were at 99.6% of budget, with savings in personnel and maintenance, offset by overages in supplies, contractual services, capital outlay, and miscellaneous. Gross revenue tax was also over budget due to the higher revenue.
- Transfers-out to the Electric Fund and to the General Fund were lower than budget due to lower allocated costs from support departments. The net impact was a budget savings of \$30,159.

**WASTEWATER FUND**

Second quarter net revenues for the Wastewater Fund were \$415, which was \$161,238 higher than the budgeted net loss of (\$160,823.) The main drivers for second quarter results include:

- Revenues from charges for services were on target at 100.3% of budget.
- Operating expenditures were \$139,733, or 7.7%, below budget primarily due to personnel, supplies, and contractual services savings, offset in part by overages in maintenance and capital outlay.
- Transfers-out to the Electric Fund and to the General Fund were lower than budget due to lower allocated costs from support departments. The net impact was a budget savings of \$24,389.

**SANITATION FUND**

The Sanitation Fund posted second quarter net revenues of \$249,912, which was favorable compared to the budgeted net revenues of \$239,401. The billing for operating expenditures is on a one (1) month lag, which results in net revenue for the first quarter. This is a timing difference that will be offset in the fourth quarter. Highlights include:

- Revenues from charges for services were \$1,385,301, which was \$63,078, or 4.8%, better than the budget of \$1,322,223.
- Operating expenditures were \$1,146,979, which was \$51,157, or 4.7%, above budget.
- Transfers-out to the General Fund for shared service cost reimbursements were on budget at \$69,000.

**DRAINAGE FUND**

The Drainage Fund posted actual net revenues of \$90,390, which was lower than budgeted net revenues of \$167,806. This was a result of timing with more of the annual budget for in-house concrete work being spent in the first six (6) months of the year. There are no areas of concern for this fund, and it should end the year on target with the budget.

**CONCLUSION**

For the second quarter of FY 2025-26, the City experienced favorable performance in five (5) of seven (7) funds, with the Gas Fund missing their budgeted net revenue due to decreased billings and Drainage Fund missing their budgeted net revenues due to the timing of in-house concrete work. We will continue to monitor performance in each of the seven (7) major funds presented as the year progresses to ensure financial performance tracks to the budget. After you have reviewed this quarterly financial report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact me directly.

**CITY OF BRENHAM  
GENERAL FUND 101 - BY DEPARTMENT  
FINANCIALS - Q2 FY26 ACTUALS**

	Q2 FY 25	Q2 FY 26	Q2 FY26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
Beginning Fund Balance	7,918,722	8,383,684	8,383,684	
<b>CURRENT REVENUES</b>				
Ad Valorem Taxes	7,057,202	7,497,382	7,327,402	102.3%
Sales Tax	4,019,767	4,053,541	3,938,871	102.9%
Utility Franchise Taxes	1,363,839	1,632,774	1,708,534	95.6%
Other Taxes	287,890	59,921	57,754	103.8%
Licenses & Permits	218,689	346,619	206,508	167.8%
Intergovernmental	137,441	136,512	145,554	93.8%
Charges for Service	231,688	192,824	203,535	94.7%
Fines & Forfeitures	226,895	158,158	242,420	65.2%
Investment Income	273,274	291,834	167,668	174.1%
Miscellaneous	68,190	151,708	35,206	430.9%
<b>TOTAL REVENUES</b>	<b>13,884,875</b>	<b>14,521,273</b>	<b>14,033,452</b>	<b>103.5%</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In (Utilities)	1,256,265	1,276,688	1,367,837	93.3%
Transfers In (Court)	-	-	-	-
Transfers In (GF Hot Tax)	30,000	30,000	30,000	100.0%
Transfers In (BCDC Parks & Rec)	255,690	206,000	206,000	100.0%
Transfers In (Donations)	-	-	-	-
Insurance Proceeds	2,346	661,878	10,000	6618.8%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>1,544,301</b>	<b>2,174,566</b>	<b>1,613,837</b>	<b>134.7%</b>
<b>TOTAL REVENUES/OTHER SOURCES</b>	<b>15,429,176</b>	<b>16,695,839</b>	<b>15,647,289</b>	<b>106.7%</b>
<b>EXPENDITURES BY DEPARTMENT</b>				
Dept 049 Marketing & PR	109,822	121,444	127,607	95.2%
Dept 100 Non-Dept Direct	437,117	683,403	542,855	125.9%
Dept 110 Non-Dept Misc	22,041	26,961	38,249	70.5%
Dept 121 Administration	552,738	552,169	600,551	91.9%
Dept 122 Development Services	515,670	533,330	584,016	91.3%
Dept 123 Human Resources	171,117	174,517	202,724	86.1%
Dept 125 Main Street	123,067	69,739	78,624	88.7%
Dept 131 Maintenance	423,598	427,349	461,041	92.7%
Dept 133 Finance	571,642	623,957	661,810	94.3%
Dept 135 Purchasing	148,731	93,300	98,167	95.0%
Dept 141 Streets	667,143	568,247	683,168	83.2%
Dept 144 Parks & Recreation	702,706	730,866	744,416	98.2%
Dept 146 Library	300,256	299,933	320,905	93.5%
Dept 149 Aquatics	404,261	394,689	480,506	82.1%
Dept 151 Police	2,547,134	3,266,073	3,519,780	92.8%
Dept 152 Fire	1,651,226	1,852,060	1,953,060	94.8%
Dept 154 Animal Services	352,298	327,012	333,038	98.2%
Dept 155 Municipal Court	213,026	205,735	228,126	90.2%
Dept 167 General Govt Services	216,298	295,892	317,608	93.2%
Dept 172 Information Technology	482,718	558,324	592,076	94.3%
<b>TOTAL EXPENDITURES BY DEPT</b>	<b>10,612,609</b>	<b>11,804,998</b>	<b>12,568,327</b>	<b>93.9%</b>
<b>OTHER FINANCING USES</b>				
Transfers Out (Equipment Fund)	-	-	-	-
Transfers Out (PD Fund)	-	8,480	-	-
Transfers Out (Airport Grant Fund)	-	-	-	-
Transfers Out (Airport Operations)	-	-	-	-
<b>TOTAL OTHER FINANCING USES</b>	<b>-</b>	<b>8,480</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES/OTHER USES</b>	<b>10,612,609</b>	<b>11,813,478</b>	<b>12,568,327</b>	<b>94.0%</b>
<b>NET REVENUES &amp; EXPENDITURES</b>	<b>4,816,567</b>	<b>4,882,361</b>	<b>3,078,962</b>	
<b>FUND BALANCES - ENDING</b>	<b>12,735,289</b>	<b>13,266,045</b>	<b>11,462,646</b>	

**CITY OF BRENHAM  
GENERAL FUND 101 - BY CATEGORY  
FINANCIALS - Q2 FY26 ACTUALS**

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Transfers In (Donations)	-	-	-	-
Insurance Proceeds	2,346	661,878	10,000	6618.8%
Transfer In (Workers Comp)	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>1,544,301</b>	<b>2,174,566</b>	<b>1,613,837</b>	<b>134.7%</b>
<b>TOTAL REVENUES/OTHER SOURCES</b>	<b>15,429,176</b>	<b>16,695,839</b>	<b>15,647,289</b>	<b>106.7%</b>
<b>EXPENDITURES BY CATEGORY</b>				
Personnel	7,132,961	7,422,536	7,739,407	95.9%
Supplies	518,803	857,355	799,590	107.2%
Maintenance	441,597	515,150	538,314	95.7%
Services	1,617,188	1,608,037	1,874,205	85.8%
Capital	105,555	509,903	508,000	100.4%
Miscellaneous	796,505	892,018	1,108,812	80.4%
<b>TOTAL EXPENDITURES BY CATEGORY</b>	<b>10,612,609</b>	<b>11,804,998</b>	<b>12,568,327</b>	<b>93.9%</b>
<b>OTHER FINANCING USES</b>				
Transfers Out (Equipment Fund)	-	-	-	-
Transfers Out (PD Equip Fund)	-	8,480	-	-
Transfers Out (Airport Grant Fund)	-	-	-	-
Transfers Out (Airport Operations)	-	-	-	-
<b>TOTAL OTHER FINANCING USES</b>	<b>-</b>	<b>8,480</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES/OTHER USES</b>	<b>10,612,609</b>	<b>11,813,478</b>	<b>12,568,327</b>	<b>94.0%</b>
<b>NET REVENUES &amp; EXPENDITURES</b>	<b>4,816,567</b>	<b>4,882,361</b>	<b>3,078,962</b>	
<b>FUND BALANCES - ENDING</b>	<b>12,735,289</b>	<b>13,266,045</b>	<b>11,462,646</b>	<b>-</b>

**CITY OF BRENHAM  
GENERAL FUND 101 - BY TYPE  
FINANCIALS - Q2 FY26 ACTUALS**

	Q2 FY 25	Q2 FY 26	Q2 FY26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
Beginning Fund Balance	7,918,722	8,383,684	8,383,684	
<b>CURRENT REVENUES</b>				
Ad Valorem Taxes	7,057,202	7,497,382	7,327,402	102.3%
Sales Tax	4,019,767	4,053,541	3,938,871	102.9%
Utility Franchise Taxes	1,363,839	1,632,774	1,708,534	95.6%
Other Taxes	287,890	59,921	57,754	103.8%
Licenses & Permits	218,689	346,619	206,508	167.8%
Intergovernmental	137,441	136,512	145,554	93.8%
Charges for Service	231,688	192,824	203,535	94.7%
Fines & Forfeitures	226,895	158,158	242,420	65.2%
Investment Income	273,274	291,834	167,668	174.1%
Miscellaneous	68,190	151,708	35,206	430.9%
<b>TOTAL REVENUES</b>	<b>13,884,875</b>	<b>14,521,273</b>	<b>14,033,452</b>	<b>103.5%</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In (Utilities)	1,256,265	1,276,688	1,367,837	93.3%
Transfers In (Court)	-	-	-	-
Transfers In (GF Hot Tax)	30,000	30,000	30,000	100.0%
Transfers In (BCDC Parks & Rec)	255,690	206,000	206,000	100.0%
Transfers In (Donations)	-	-	-	-
Insurance Proceeds	2,346	661,878	10,000	6618.8%
Transfer In (Workers Comp)	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>1,544,301</b>	<b>2,174,566</b>	<b>1,613,837</b>	<b>134.7%</b>
<b>TOTAL REVENUES/OTHER SOURCES</b>	<b>15,429,176</b>	<b>16,695,839</b>	<b>15,647,289</b>	<b>106.7%</b>
<hr/>				
	Q2 FY 25	Q2 FY 26	Q2 FY26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>EXPENDITURES BY TYPE</b>				
Culture/Recreation	1,517,046	1,546,931	1,673,826	92.4%
General Government	3,828,072	4,244,674	4,405,848	96.3%
Health and Welfare	352,298	327,012	333,038	98.2%
Highways/Streets	634,743	566,429	683,168	82.9%
Public Safety	4,174,895	4,610,049	4,964,447	92.9%
Capital Outlay	105,555	509,903	508,000	100.4%
<b>TOTAL EXPENDITURES BY TYPE</b>	<b>10,612,609</b>	<b>11,804,998</b>	<b>12,568,327</b>	<b>93.9%</b>
<b>OTHER FINANCING USES</b>				
Transfers Out (Equipment Fund)	-	-	-	-
Transfers Out (PD Equip Fund)	-	8,480	-	-
Transfers Out (Airport Grant Fund)	-	-	-	-
Transfers Out (Airport Operations)	-	-	-	-
<b>TOTAL OTHER FINANCING USES</b>	<b>-</b>	<b>8,480</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES/OTHER USES</b>	<b>10,612,609</b>	<b>11,813,478</b>	<b>12,568,327</b>	<b>94.0%</b>
<b>NET REVENUES &amp; EXPENDITURES</b>	<b>4,816,567</b>	<b>4,882,361</b>	<b>3,078,962</b>	
<b>FUND BALANCES - ENDING</b>	<b>12,735,289</b>	<b>13,266,045</b>	<b>11,462,646</b>	<b>-</b>

**CITY OF BRENHAM  
ELECTRIC FUND 102 - DISTRIBUTION OPERATIONS  
FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	3,874,317	3,592,864	3,534,756	101.6%
<b>TOTAL REVENUES</b>	<b>3,874,317</b>	<b>3,592,864</b>	<b>3,534,756</b>	<b>101.6%</b>
<b>OPERATING EXPENDITURES</b>				
SALARIES	1,387,995	1,293,787	1,569,844	82.4%
SUPPLIES	95,138	108,960	157,607	69.1%
MAINTENANCE	71,393	53,737	49,750	108.0%
CONTRACTUAL SERVICES	168,196	258,270	251,697	102.6%
CAPITAL OUTLAY	415,969	527,090	436,943	120.6%
GROSS REVENUE TAX	795,229	780,552	795,467	98.1%
MISCELLANEOUS	132,204	105,909	142,025	74.6%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>3,066,123</b>	<b>3,128,305</b>	<b>3,403,332</b>	<b>91.9%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>808,194</b>	<b>464,559</b>	<b>131,423</b>	<b>353.5%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
DEBT SERVICE:				
INT/FISCAL CHARGES	(25,990)	(24,232)	(25,492)	95.1%
PRINCIPAL RETIREMENT	(55,772)	(57,927)	(57,927)	100.0%
INVESTMENT INCOME	302,132	219,052	276,138	79.3%
GAIN ON SALE OF CAPITAL ASSETS	-	5,400	-	-
MISCELLANEOUS, NET	48,127	47,417	47,379	100.1%
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>268,497</b>	<b>189,710</b>	<b>240,098</b>	<b>79.0%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>				
	1,076,691	654,269	371,521	176.1%
TRANSFERS IN	340,237	349,939	375,435	93.2%
TRANSFERS OUT	(760,155)	(773,219)	(887,579)	87.1%
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>(419,918)</b>	<b>(423,280)</b>	<b>(512,144)</b>	<b>82.6%</b>
<b>CHANGE IN NET POSITION DISTRIBUTION</b>	<b>656,773</b>	<b>230,989</b>	<b>(140,623)</b>	<b>264.3%</b>
<b>WHOLESALE POWER COST (PASS-THROUGH)</b>				
TOTAL CHARGES FOR SERVICES	8,253,441	8,080,211	8,306,560	97.3%
TOTAL PURCHASE POWER COSTS	7,560,757	8,000,060	8,684,310	92.1%
<b>CHANGE IN NET POSITION ENERGY</b>	<b>692,684</b>	<b>80,151</b>	<b>(377,750)</b>	<b>121.2%</b>

**CITY OF BRENHAM  
GAS FUND 103 - DISTRIBUTION OPERATIONS  
FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	974,175	914,949	959,303	95.4%
<b>TOTAL REVENUES</b>	<b>974,175</b>	<b>914,949</b>	<b>959,303</b>	<b>95.4%</b>
<b>OPERATING EXPENDITURES</b>				
SALARIES	269,219	286,868	287,291	99.9%
SUPPLIES	30,021	34,513	34,804	99.2%
MAINTENANCE	4,234	15,693	19,280	81.4%
CONTRACTUAL SERVICES	9,042	59,740	62,995	94.8%
CAPITAL OUTLAY	44,537	160,352	142,349	112.6%
GROSS REVENUE TAX	139,414	141,806	147,295	96.3%
MISCELLANEOUS	16,527	13,726	13,706	100.2%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>512,995</b>	<b>712,698</b>	<b>707,720</b>	<b>100.7%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>461,180</b>	<b>202,251</b>	<b>251,583</b>	<b>80.4%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
INVESTMENT INCOME	22,604	11,427	22,500	50.8%
GAIN/(LOSS) ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>22,604</b>	<b>11,427</b>	<b>22,500</b>	<b>50.8%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>				
	483,784	213,678	274,083	78.0%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(269,459)	(274,371)	(308,613)	88.9%
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>(269,459)</b>	<b>(274,371)</b>	<b>(308,613)</b>	<b>88.9%</b>
<b>CHANGE IN NET POSITION DISTRIBUTION</b>	<b>214,325</b>	<b>(60,693)</b>	<b>(34,530)</b>	<b>-75.8%</b>
<b>COMMODITY COST (PASS-THROUGH)</b>				
TOTAL CHARGES FOR SERVICES	1,086,017	1,191,537	1,200,097	99.3%
TOTAL COMMODITY COSTS	1,097,520	1,184,234	1,316,014	90.0%
<b>CHANGE IN NET POSITION ENERGY</b>	<b>(11,503)</b>	<b>7,303</b>	<b>(115,917)</b>	<b>106.3%</b>

**CITY OF BRENHAM**  
**WATER FUND 104 - TREATMENT & DISTRIBUTION OPERATIONS**  
**FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	3,297,589	4,011,429	3,732,014	107.5%
<b>TOTAL REVENUES</b>	<b>3,297,589</b>	<b>4,011,429</b>	<b>3,732,014</b>	<b>107.5%</b>
<b>OPERATING EXPENDITURES</b>				
COST OF SALES AND SERVICES	247,457	263,622	263,682	100.0%
SALARIES	534,098	494,196	553,719	89.3%
SUPPLIES	465,183	525,405	520,937	100.9%
MAINTENANCE	92,225	124,121	138,500	89.6%
CONTRACTUAL SERVICES	147,882	179,991	177,509	101.4%
CAPITAL OUTLAY	31,084	165,010	130,076	126.9%
GROSS REVENUE TAX	224,529	273,724	253,578	107.9%
MISCELLANEOUS	29,318	41,428	38,264	108.3%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>1,771,775</b>	<b>2,067,497</b>	<b>2,076,264</b>	<b>99.6%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>1,525,815</b>	<b>1,943,932</b>	<b>1,655,750</b>	<b>117.4%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
DEBT SERVICE:				
INT/FISCAL CHARGES (FEB BOND)	(408,501)	(714,261)	(714,261)	100.0%
PRINCIPAL RETIREMENT (1/2 BOND (AUG))	(477,500)	(837,500)	(837,500)	100.0%
INVESTMENT INCOME	33,283	23,192	34,200	67.8%
GAIN/(LOSS) ON SALE OF CAPITAL ASSETS	-	12,121	-	-
MISCELLANEOUS, NET	33,130	13,111	68,602	19.1%
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>(819,588)</b>	<b>(1,503,337)</b>	<b>(1,448,959)</b>	<b>103.8%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>	<b>706,226</b>	<b>440,595</b>	<b>206,792</b>	<b>213.1%</b>
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(293,238)	(300,384)	(330,543)	90.9%
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>(293,238)</b>	<b>(300,384)</b>	<b>(330,543)</b>	<b>90.9%</b>
<b>CHANGE IN NET POSITION DISTRIBUTION</b>	<b>412,988</b>	<b>140,211</b>	<b>(123,752)</b>	<b>213.3%</b>

**CITY OF BRENHAM  
WASTEWATER FUND 105 - COLLECTION & TREATMENT OPERATIONS  
FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	2,010,992	2,309,929	2,302,550	100.3%
<b>TOTAL REVENUES</b>	<b>2,010,992</b>	<b>2,309,929</b>	<b>2,302,550</b>	<b>100.3%</b>
<b>OPERATING EXPENDITURES</b>				
SALARIES	434,405	444,564	498,823	89.1%
SUPPLIES	187,389	164,381	221,216	74.3%
MAINTENANCE	141,154	152,720	134,667	113.4%
CONTRACTUAL SERVICES	424,736	406,221	455,879	89.1%
CAPITAL OUTLAY	38,771	290,587	279,352	104.0%
GROSS REVENUE TAX	131,560	148,876	151,882	98.0%
MISCELLANEOUS	68,155	76,334	81,598	93.5%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>1,426,169</b>	<b>1,683,684</b>	<b>1,823,417</b>	<b>92.3%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>584,823</b>	<b>626,245</b>	<b>479,133</b>	<b>130.7%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
DEBT SERVICE:				
INT/FISCAL CHARGES	(190,755)	(226,076)	(236,032)	95.8%
PRINCIPAL RETIREMENT	(220,869)	(279,146)	(279,129)	100.0%
INVESTMENT INCOME	108,039	84,363	108,039	78.1%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	31,845	4,682	1,208	387.6%
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>(271,740)</b>	<b>(416,177)</b>	<b>(405,914)</b>	<b>102.5%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>				
	313,083	210,068	73,219	286.9%
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(204,650)	(209,653)	(234,042)	89.6%
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>(204,650)</b>	<b>(209,653)</b>	<b>(234,042)</b>	<b>89.6%</b>
<b>CHANGE IN NET POSITION DISTRIBUTION</b>	<b>108,433</b>	<b>415</b>	<b>(160,823)</b>	<b>100.3%</b>

**CITY OF BRENHAM  
SANITATION FUND 106  
FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	1,266,338	1,385,301	1,322,223	104.8%
<b>TOTAL REVENUES</b>	<b>1,266,338</b>	<b>1,385,301</b>	<b>1,322,223</b>	<b>104.8%</b>
<b>OPERATING EXPENDITURES</b>				
SALARIES	-	-	-	-
SUPPLIES	-	-	-	-
MAINTENANCE	-	-	-	-
CONTRACTUAL SERVICES	1,044,390	1,146,427	1,095,232	104.7%
CAPITAL OUTLAY	-	-	-	-
GROSS REVENUE TAX	-	-	-	-
MISCELLANEOUS	508	552	590	93.6%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>1,044,897</b>	<b>1,146,979</b>	<b>1,095,822</b>	<b>104.7%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>221,441</b>	<b>238,322</b>	<b>226,401</b>	<b>105.3%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
INTERGOVERNMENTAL	-	-	-	-
INVESTMENT INCOME	10,744	6,565	7,500	87.5%
GAIN ON SALE OF CAPITAL ASSETS	6,650	-	-	-
MISCELLANEOUS, NET	77,508	74,025	74,500	99.4%
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>94,901</b>	<b>80,590</b>	<b>82,000</b>	<b>98.3%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>	<b>316,343</b>	<b>318,912</b>	<b>308,401</b>	<b>103.4%</b>
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	(69,000)	(69,000)	(69,000)	100.0%
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>(69,000)</b>	<b>(69,000)</b>	<b>(69,000)</b>	<b>100.0%</b>
<b>CHANGE IN NET POSITION</b>	<b>247,343</b>	<b>249,912</b>	<b>239,401</b>	<b>104.4%</b>

**CITY OF BRENHAM  
DRAINAGE FUND 107  
FINANCIALS - Q2 FY26 ACTUALS**

<i>IN \$</i>	Q2 FY 25	Q2 FY 26	Q2 FY 26 BUDGET (O)	Q2 FY26 AS % BUDGET (O)
<b>OPERATING REVENUES</b>				
CHARGES FOR SERVICES	355,953	359,401	358,962	100.1%
<b>TOTAL REVENUES</b>	<b>355,953</b>	<b>359,401</b>	<b>358,962</b>	<b>100.1%</b>
<b>OPERATING EXPENDITURES</b>				
SALARIES	64,705	62,620	66,379	94.3%
SUPPLIES	5,562	4,593	8,730	52.6%
MAINTENANCE	91,043	133,725	63,773	209.7%
CONTRACTUAL SERVICES	258	10,519	5,500	191.3%
CAPITAL OUTLAY	-	-	-	-
MISCELLANEOUS	3,354	3,608	3,857	93.5%
<b>TOTAL OPERATING EXPENDITURES</b>	<b>164,922</b>	<b>215,065</b>	<b>148,238</b>	<b>145.1%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>191,031</b>	<b>144,337</b>	<b>210,724</b>	<b>68.5%</b>
<b>NONOPERATING REVENUES (EXPENDITURES)</b>				
DEBT SERVICE:				
INT/FISCAL CHARGES	(1,033)	(6,614)	(10,700)	61.8%
PRINCIPAL RETIREMENT	(35,261)	(47,333)	(32,218)	146.9%
GAIN ON SALE OF CAPITAL ASSETS	-	-	-	-
MISCELLANEOUS, NET	-	-	-	-
<b>TOTAL NONOPERATING REVENUES (EXP)</b>	<b>(36,294)</b>	<b>(53,947)</b>	<b>(42,918)</b>	<b>125.7%</b>
<b>INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS</b>	<b>154,737</b>	<b>90,390</b>	<b>167,806</b>	<b>53.9%</b>
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	-	-	-	-
<b>TOTAL TRANSFERS IN/(OUT)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>154,737</b>	<b>90,390</b>	<b>167,806</b>	<b>53.9%</b>



City Council Regular Meeting  
**AGENDA ITEM 9**

**Agenda Item:** Department Update: Development Services

**Meeting Date:** June 18, 2026

**Department:** Development Services

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

**SUMMARY STATEMENT:**

The City Council will be provided a brief update from the Development Services Department which includes the Building, Planning, Health and Code Compliance divisions of the City of Brenham.

**ATTACHMENTS:**

1. Development Services Department

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

No action required — discussion only.



# Development Services Department Update

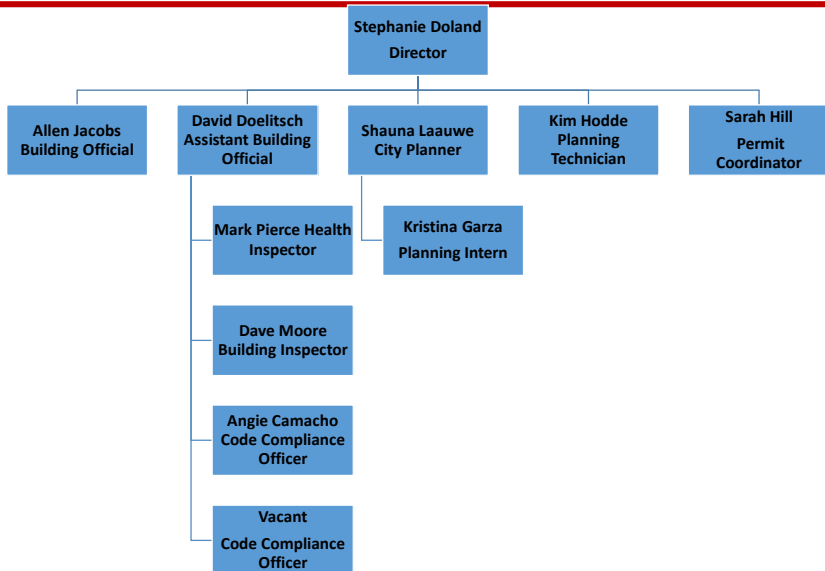
June 18, 2026

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## Department Organization



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## Goals and Objectives

### Comprehensive Plan - *Historic Past, Bold Future – Plan 2040*

**GP1:** Brenham will emphasize **QUALITY** as it grows, ensuring growth is managed in a way that adds value to the City, while also strengthening existing neighborhoods and commercial areas.

**GP2:** Brenham will be **ADAPTABLE** by focusing on developing and sustaining a diverse economy that attracts and retains individuals and families to put down roots in the community, while providing a robust range of housing to accommodate people in all stages of life.

**GP3:** Brenham will be **AUTHENTIC** by continuing to focus on those elements that differentiate Brenham such as its historic downtown, natural assets, Blinn College, and its “small town feel” as a benefit for both current and future residents to enjoy.

**GP4:** Brenham will be **ACTIVE** by enabling healthy living through offering quality and safe City parks and recreational opportunities, by prioritizing the ability to walk and bicycle safely, and by committing to maintain high levels of public safety services.

**GP5:** Brenham will be **COLLABORATIVE** by pursuing and maintaining partnerships in all arenas, including housing, transportation, infrastructure, economic development, emergency response, and arts and culture.

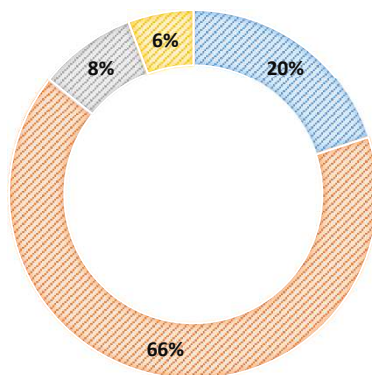
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## Strategic Action Priorities

■ Completed
 ■ Ongoing
 ■ Off-track
 ■ No Progress

Comprehensive Plan - *Historic Past, Bold Future – Plan 2040*

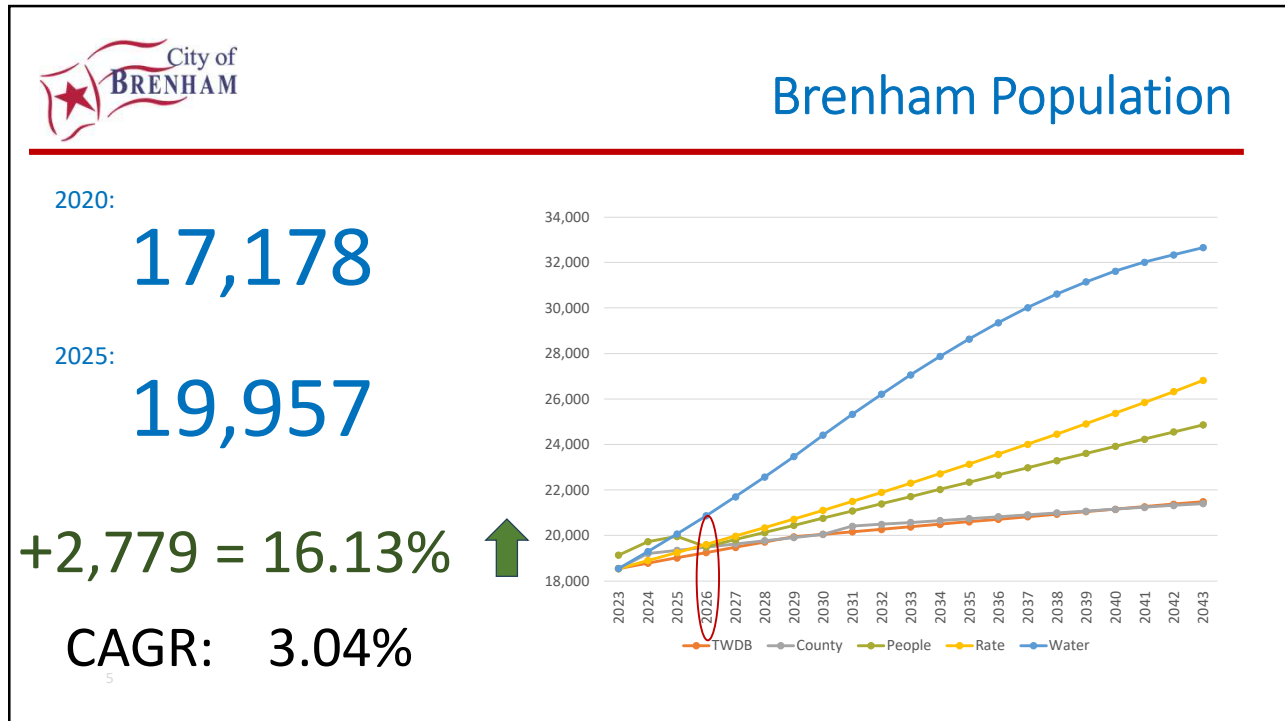


105 Total SAP Across 5 Categories:

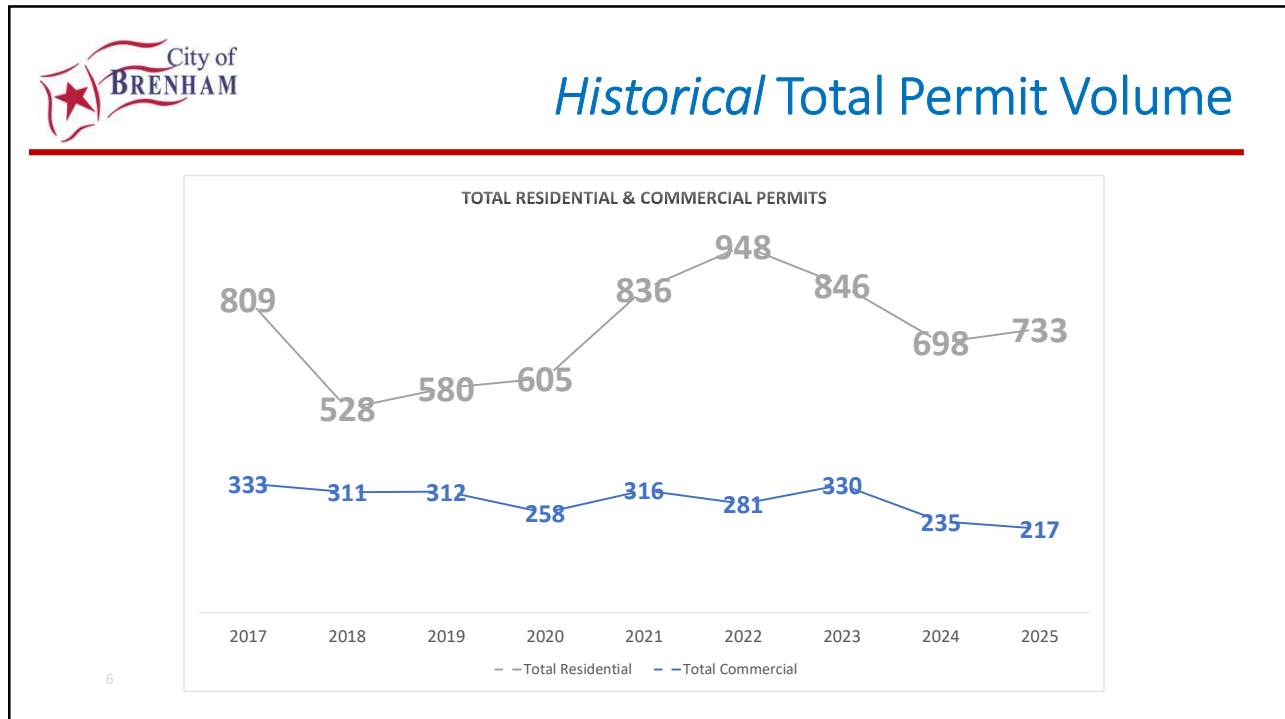
- Land Use and Development
- Growth Capacity
- Economic Opportunity
- Transportation
- Parks and Recreation

**86% of the 20-year Strategic Action Priorities are Completed or In-Progress**

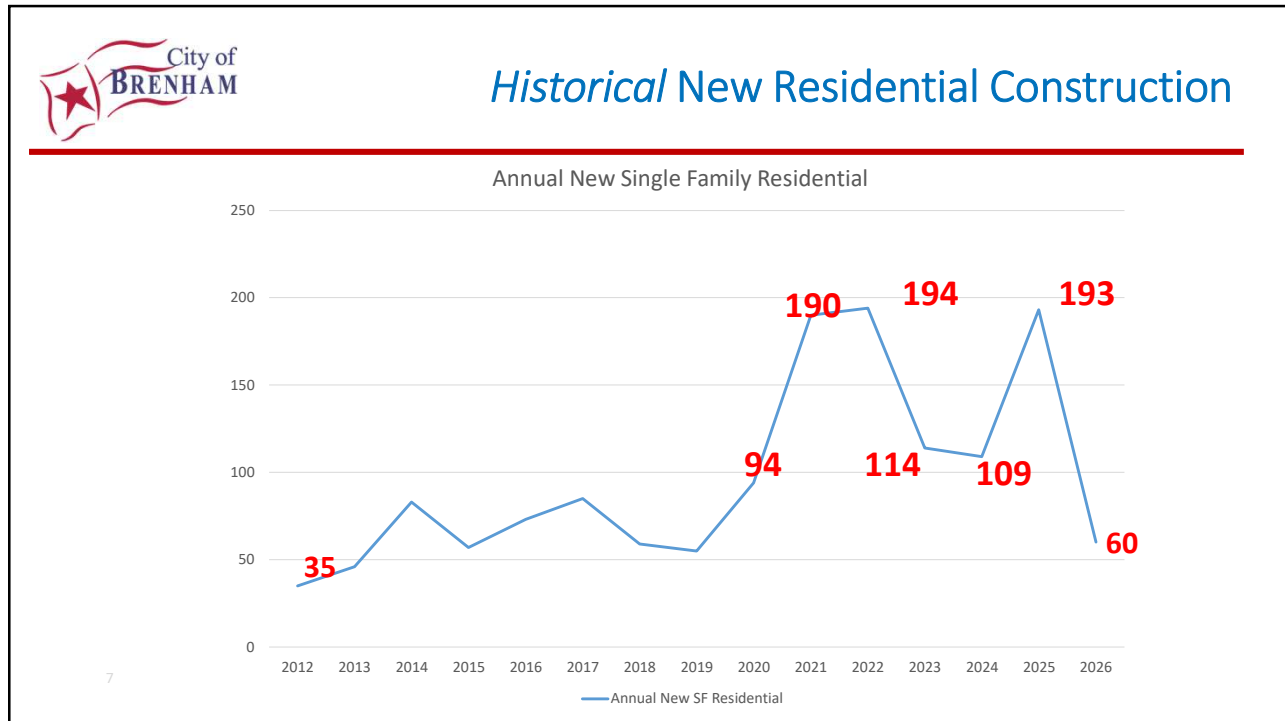
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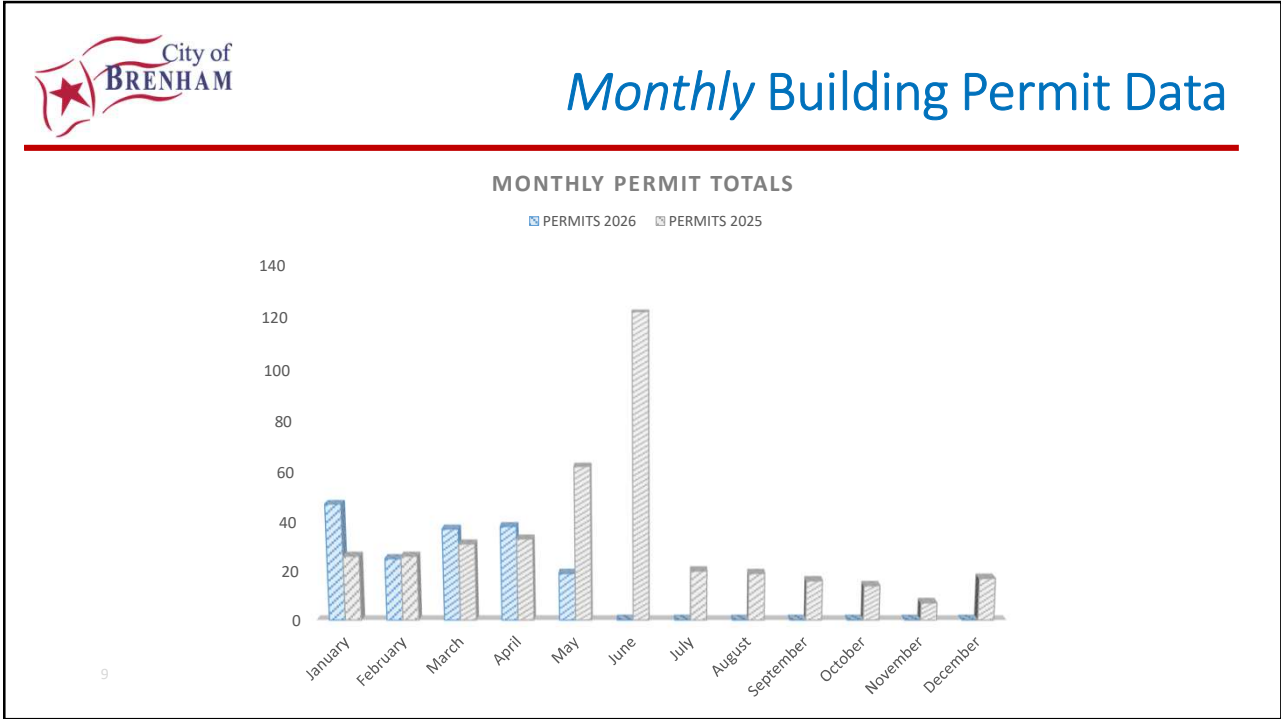
**City of BRENHAM**

### Monthly Building Permit Data

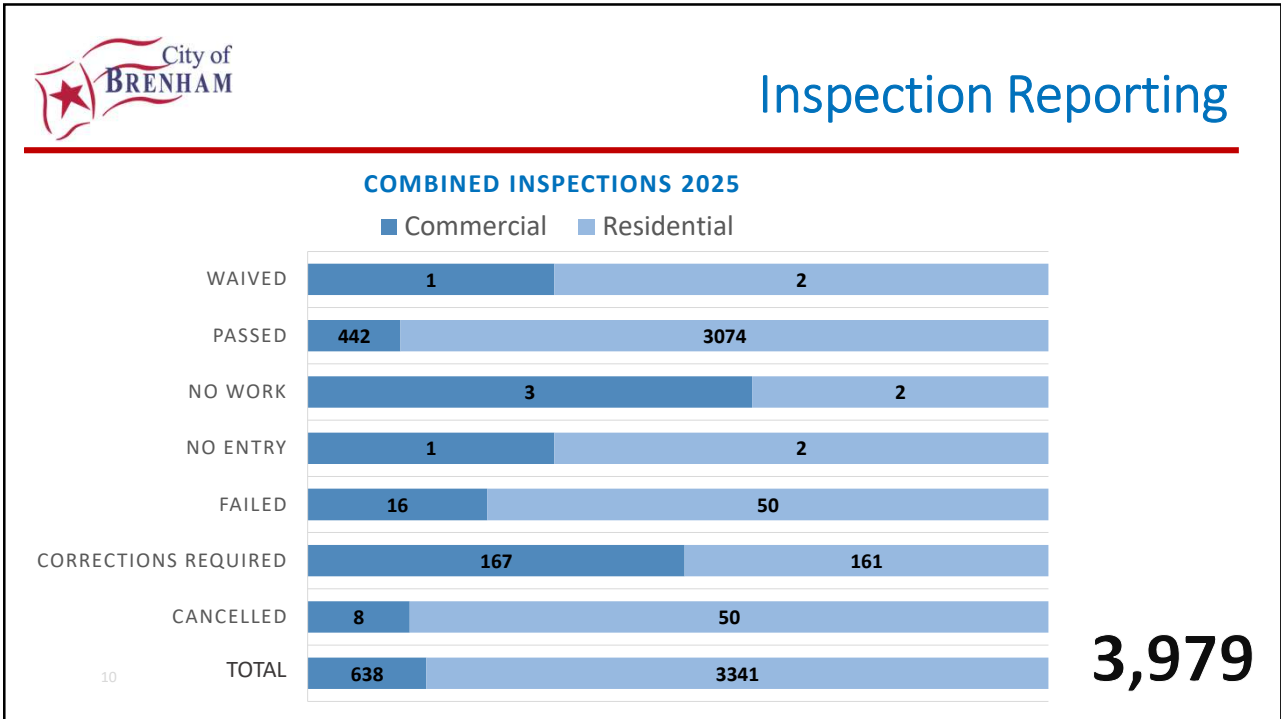
	PERMITS 2026	PERMITS 2025	MONTHLY VALUATION 2026	MONTHLY VALUATION 2025
January	47	26	\$ 4,964,994	\$ 7,455,176
February	25	26	\$ 12,497,694	\$ 2,788,890
March	37	31	\$ 42,308,573	\$ 14,003,414
April	38	33	\$ 3,564,670	\$ 6,321,299
May	19	62	\$ 1,499,020	\$ 4,987,905
June	0	122	\$ -	\$ 22,809,485
July	0	20	\$ -	\$ 1,367,705
August	0	19	\$ -	\$ 8,598,929
September	0	16	\$ -	\$ 932,991
October	0	14	\$ -	\$ 2,092,572
November	0	7	\$ -	\$ 502,500
December	0	17	\$ -	\$ 5,936,185
<b>Yearly Totals</b>	<b>166</b>	<b>393</b>	<b>\$ 64,834,951</b>	<b>\$ 77,797,051</b>

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## Accelea – Where it all begins

### How the System Works

- Accelea provides a single online platform where applicants can:
- Submit permit applications electronically
- Upload plans and supporting documents
- Pay fees online
- Schedule inspections
- Track permit status in real time
- Receive automated updates and approvals

### Key Benefits

- Improved Efficiency
- Enhanced Customer Service
- Increased Transparency & Accountability
- Better Data & Decision Making

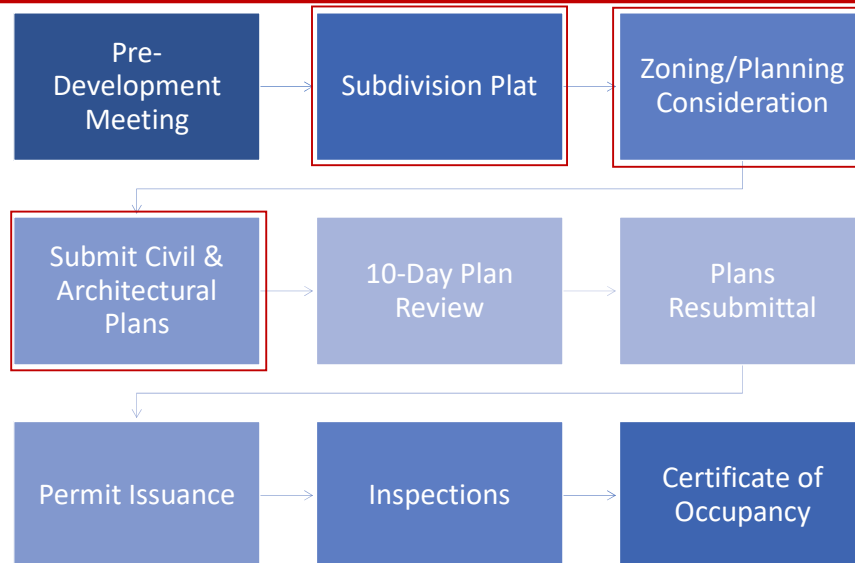


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## Development Process



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## Upcoming New Residential Construction

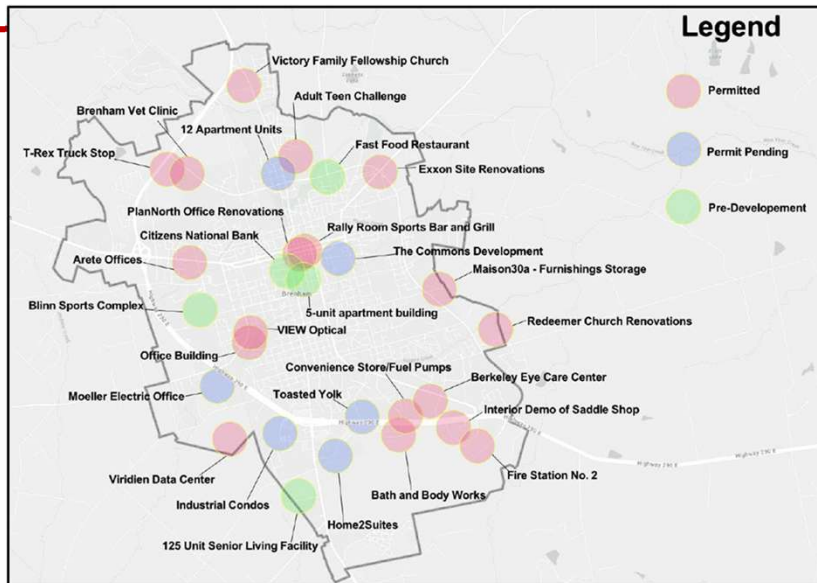
Subdivision	Vacant Lots/Planned Lots
Heritage Oaks	15
Timber Oaks	4
Ebenezer Townhomes	27
Oak Alley	20
Vintage Farms Phase 5-8	110
Vintage Farms Dr Brown Tract	~640 units (Townhomes & SF)
Liberty Village	3
Wilkins Valley	60
North Park Apartments	12
Burleson Street Townhomes	50
The Cottages Downtown	32
<b>Total</b>	<b>973</b>

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## Upcoming New Commercial Construction



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## Board of Adjustment

The **Board of Adjustment** is a five-member, quasi-judicial Board that considers matters related to the Zoning Ordinance, including Variances, Special Exceptions, and Appeals of staff interpretation or appeals of an alleged error. It is sometimes referred to as the Board of Adjustment and Appeals.

For 2025-2026, the following applications were received and considered or are currently in process:

Case Type	2025	2026 (Jan-May)
Variances	12	2
Special Exceptions	3	-
<b>Total</b>	<b>15</b>	<b>0</b>

The most common requests are for variations to the requirements for front setbacks, rear setbacks, side setbacks, lot depth, lot size, and lot width.

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## Planning and Zoning Commission

The **Planning and Zoning Commission** is charged with approval or disapproval of subdivision of land Plats, holds public hearings on changes to the Zoning Ordinance or Zoning Map, and makes recommendations to Council on zoning amendments, specific use permits, variances to the Subdivision Ordinance, and long-range plans such as the Comprehensive Plan.

Case Type	2025	2026(Jan-May)
Residential Replat	8	4
Commercial Replat	5	4
Preliminary Plat	1	2
Final Plat	1	1
Rezoning	2	3
Text Amendments	1	1
Specific Use Permits	2	1
Subdivision Variances	-	-
<b>Total</b>	<b>20</b>	<b>16</b>

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## Historic Preservation Board

The **Brenham Historic Preservation Board** was organized in 2021 and along with the Historic Preservation Officer, is charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within the city's Historic Districts are protected.

### 2025 Certificate of Appropriateness Cases

- 203 West Alamo Street (Michael Breddin)
- 215 West Commerce Street (Arlen & Heather Thielemann)
- 210 South Park Street (Jared Anderson)
- 114 East Alamo Street (Ken & Katie Burch)



### 2026 Certificate of Appropriateness Cases

- 111 South Saint Charles Street (Blake Sawyer)
- 216 West Alamo Street (Rally Room)
- 400 South Austin Street (Citizens National Bank)



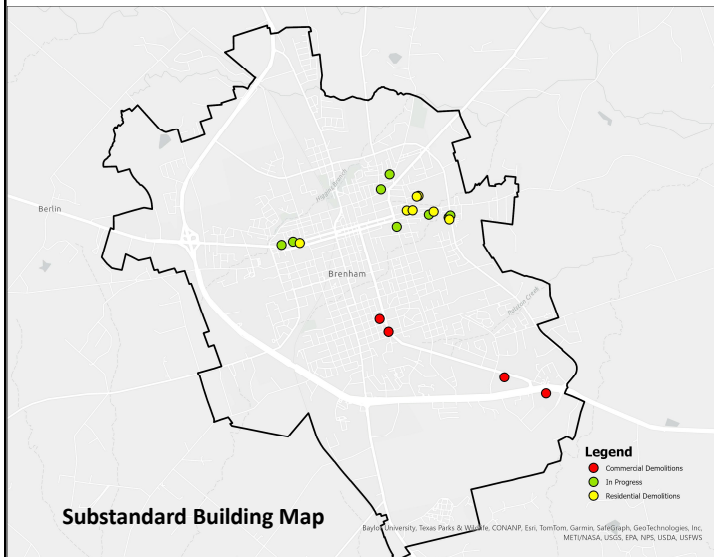
### 2026 Goal: Certified Local Government (THC)

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## Building and Standards



### Residential Demolitions

1. 1306 & 1308 Bridge Street
2. 703 W. Main Street
3. 1506 E. Alamo Street
4. 1105 E. Main Street
5. 410 S. Blue Bell Road
6. 207 Taft Street

### Commercial Demolitions

1. 2210 US Hwy 290 E. (old pawn shop)
2. 2700 S. Market St. (old print shop)
3. 1900 S. Market St. (Valero old carwash tunnel)
4. 1702 S. Baylor Street (Boetcher lumber)

### In progress

1. 806 West Main Street
2. 1001 Oak Street
3. 408 & 406 S. Blue Bell Road
4. 300 S. Chappell Hill Street
5. 910 W. Main Street
6. 502 Gayhill Street

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## Building and Standards



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## Capital Improvements Advisory Committee

Meets twice annually

- April 29, 2026
- November 4, 2026

Impact Fees (IF) Collected 2025 October - December 25				
New Construction	Number of Units	Water IF Total	Wastewater IF Total	Total IF Collected
Residential	8	\$ 38,352	\$ 4,960	\$ 43,312
Commercial	Water Connection Size			
2631 Ryan Street	2	\$ 15,341	\$ 1,985	\$ 17,326
Residential & Commercial Total				<b>\$ 60,638</b>

Impact Fees (IF) Collected 2026 YTD (January - May)				
New Construction	Number of Units	Water IF Total	Wastewater IF Total	Total IF Collected
Residential	65	\$ 311,350	\$ 41,540	\$ 352,890
Commercial	Water Connection Size			
1207 Prairie Lea	2.0	\$ 15,341	\$ 1,985	\$ 17,326
1101 US HWY 290 E	Domestic (2)	\$ 15,341	\$ 1,985	\$ 17,326
1101 US HWY 290 E	Irrigation (1.50)	\$ 9,589	-	\$ 9,589
2602 Longwood Dr	4.0	\$ 57,563	\$ 7,445	\$ 65,008
Commercial Total				\$ 109,249
Residential & Commercial Total				<b>\$ 462,139</b>

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# Capital Improvements Advisory Committee

## Impact Fees Fiscal Year 26 Comparison

FY26 Budget Comparison	Water IF	Wastewater IF	Total IF
Budget Amount:	\$ 552,304	\$ 71,430	\$ 623,734
YTD Actual:	\$ 409,184	\$ 52,955	\$ 462,139

### Water Capital Projects

- Surface Water Treatment Plant Improvements (\$24M)
- Loesch Water Wells and Treatment Plant (\$11M)
- Highway 36 South Elevated Storage Tank (\$3M)

### Wastewater Capital Projects

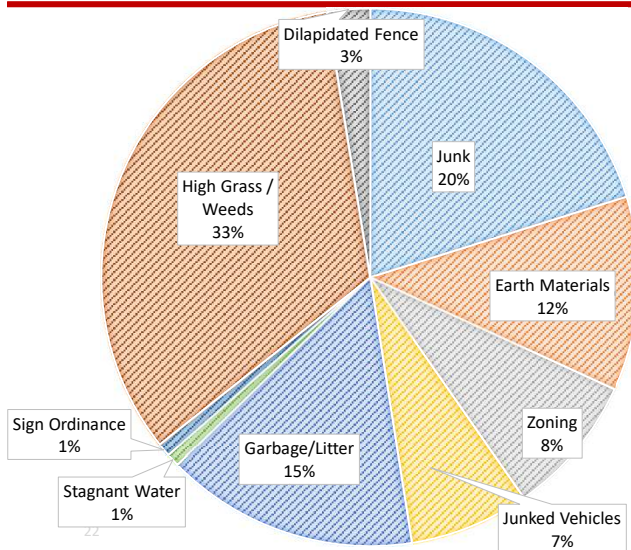
- Industrial Boulevard Lift Station (\$1.7M)
- Business Center Extension & Lift Station (\$1.4M)
- Highway 105 Lift Station Improvements & Force Main (\$5.1M)
- KC Lift Station and Force Main Replacement (\$1.8M)

21

21

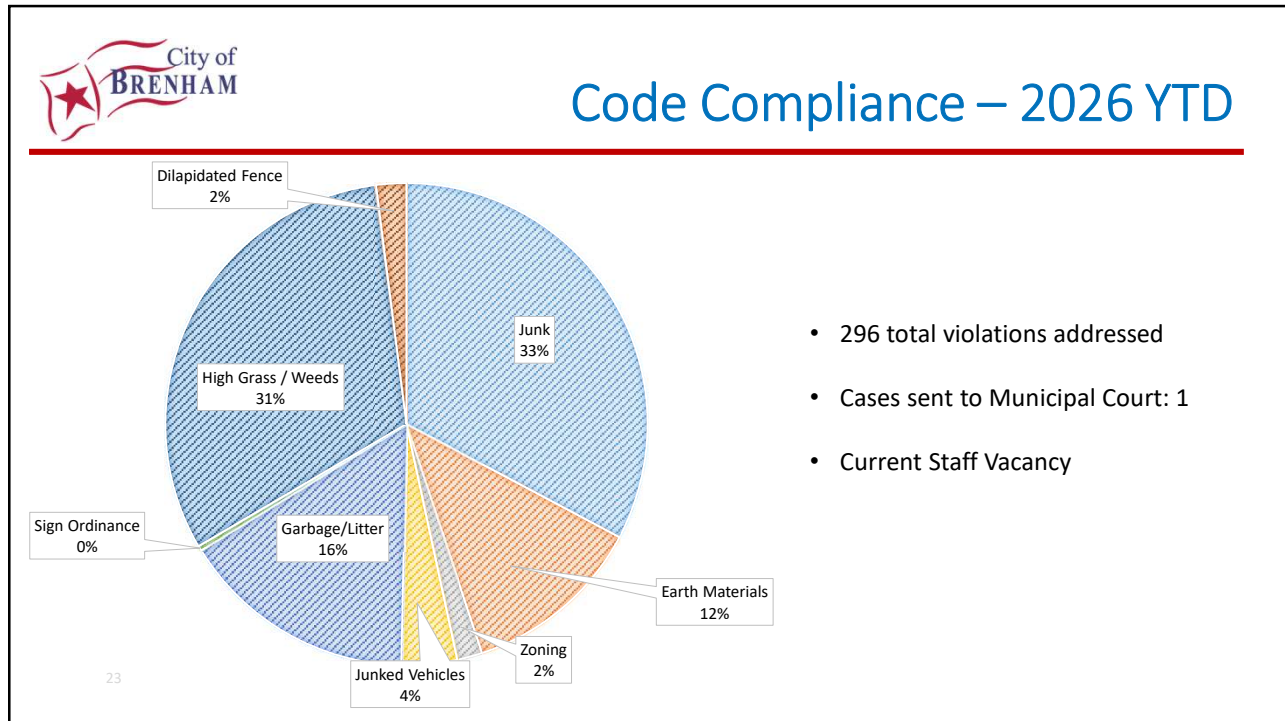


# Code Compliance - 2025



- Compliance, either voluntary or involuntary, is achieved in the following ways:
  - 10-day notice placed on front door
  - 10-day "Friendly Notice" mailed via regular mail
  - 10-day "Notice of Violation" mailed via certified mail
  - City abatement
  - Municipal Court action
- Total violations addressed : 625
- Cases sent to Municipal Court: 14

22



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## Health and Sanitation

### Licensed Food Establishments

- 2025 : 157 Establishments
- Conducted 168 health inspections
- 2026 : 167 Establishments
- Q1: 85 health inspections
- Additional inspections on a complaint basis

### Vendor/ Solicitor Permits

- Vendor Permits – Issued to individuals who set up at an event or specific locations and offer their goods or services for sale.
- Solicitor Permits – Issued to individuals who travel door to door offering goods or services for sale.
- From 2025 – Present –Issued 74 Vendor / Solicitor Permits.
- Food Truck / Trailer Vendor Permit: 11

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## Restaurant Report Card

### It's Back: Restaurant Report Card!

- Added transparency
- Quarterly results from the inspected restaurants / mobile kitchens will be posted on the city's website.
- An added feature is that as the years go by, citizens will be able to track their favorite eateries and review historical inspection results.



25

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## Key Priorities

- ✓ Keep Brenham, Brenham.
- ✓ Quality customer service.
- ✓ Consistency in code application.
- ✓ Responsible, intentional growth.
- ✓ Voluntary compliance.



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## Questions?

Stephanie Doland, AICP  
Director of Development Services  
City of Brenham, Texas  
(979) 337-7269  
[sdoland@cityofbrenham.org](mailto:sdoland@cityofbrenham.org)  
[www.cityofbrenham.org](http://www.cityofbrenham.org)



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City Council Regular Meeting  
**AGENDA ITEM 10**

**Agenda Item:** Discuss and Possibly Act Upon Ordinance No. O-26-011 on Its Second 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 18, 2026

**Department:** Development Services

**Staff Contact:** 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 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 are requesting for 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 of 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 to the scheduled May 26th meeting to allow the applicants to address adjacent property owners concerns regarding parking and

screening. A copy of the Staff Report regarding this request is available on the City of Brenham website, or available upon request in the Development Services Department.

On Tuesday, May 26, 2026, after conducting a Public Hearing and much 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.

During the May 4, 2026 Council meeting and following the Public Hearing and deliberation, the Council voted unanimously for approval to uphold the staff and Planning and Zoning Commission recommendation to approve the requested rezoning, with the following amendments:

- To reduce the required masonry on the dwelling unit façade from 80% to 40% (Section III.B.)
- To remove the language regarding masonry like materials from the variety of building articulations (Section III.C.)
- To remove the requirement that the dwelling unit roofs be constructed with a 30-year asphalt shingle (Section III.D.)
- To remove the requirement that the dumpster shall be placed 30-feet from the western property line (Section III.K.)

A redline version of the ordinance as amended by during the May 4, 2026 Council meeting is attached for reference, and outlines the above-mentioned changes. Also attached, please find the clean final version of the proposed rezoning ordinance to be considered as the second and final reading of an ordinance.

**ATTACHMENTS:**

1. Redline Showing Changes as Approved on June 4, 2026
2. Ordinance No. O-26-011

**RECOMMENDATION:**

Not Applicable - Infrastructure costs associated with new development are the responsibility of the developer.

### 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 ~~480%~~ brick and/or 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, and/or 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.~~D. 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.~~E. Retention pond, adequately sized and with water fountain feature, shall be provided.
- ~~G.~~F. 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.~~G. 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.H.~~ A main entry monument sign and landscaping shall be provided at the entrance on Seelhorst Street.

~~J.I.~~ 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.J.~~ Right-of-way dedication. Developer shall dedicate 2,058 square feet of variable width along Seelhorst Street. (Exhibit A).

~~M.K.~~ 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.
  - o The minimum lot width shall not be less than twenty-eight (28) feet.
  - o The minimum lot depth shall not be less than forty-five (45) feet.
  - o The minimum lot area shall not be less than 1,200 square feet.
  - o Front yards shall have a minimum depth of four (4) feet and minimum building separation of thirteen (13) feet.
  - o 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).
  - o Rear yards shall have a minimum depth of four (4) feet with eight (8) feet of building separation.

**ORDINANCE NO. O-26-011**

**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 40% brick and/or stone 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 and/or stone, 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. 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.
- E. Retention pond, adequately sized and with water fountain feature, shall be provided.
- F. 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.
- G. 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.

- H. A main entry monument sign and landscaping shall be provided at the entrance on Seelhorst Street.
- I. 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.
- J. Right-of-way dedication. Developer shall dedicate 2,058 square feet of variable width along Seelhorst Street. (Exhibit A).
- K. 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 the 4<sup>th</sup> day of June 2026.

**PASSED and APPROVED** on its second reading the 18<sup>th</sup> day of June 2026.

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Atwood C. Kenjura  
Mayor

**ATTEST:**

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Jeana Bellinger, TRMC, CMC  
City Secretary









City Council Regular Meeting  
**AGENDA ITEM 11**

**Agenda Item:** Discuss and Possibly Act Upon Resolution No. R-26-019 Authorizing the Acceptance of a Grant Through the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP-R) FY25 for the Purchase of Three (3) 5-Gas Monitors with Three (3) Year Maintenance Service Contracts for the City of Brenham Fire Department

**Meeting Date:** June 18, 2026

**Department:** Fire

**Staff Contact:** David Cella, Assistant Fire Chief

**SUMMARY STATEMENT:**

The Brenham Fire Department is seeking Mayor and Council's approval to accept a grant from the Office of the Governor, Homeland Security Grants Division, for the FY2025 State Homeland Security Program – Regular Projects for the purchase of three (3) gas monitors and to fund the first year of a three (3) year maintenance service contract.

The State Homeland Security Program (SHSP) provides funding to support state, tribal, and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. SHSP is intended to support investments that improve the ability of jurisdictions to prevent a threatened or actual act of terrorism; protect its citizens, residents, visitors, and assets against the greatest threats and hazards; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

The funds awarded by SHSP will allow the Fire Department to replace our current gas monitors that are reaching the end of their life expectancy. As the area continues to grow and develop, the call volume that requires a gas monitor will only increase. Such emergency calls include carbon monoxide alarms, gas leaks, unknown odor investigations, and hazardous material releases. No match is required for this project. There will be no impact to the Fire Department's operating budget.

**ATTACHMENTS:**

1. Resolution No. R-26-019

**FUNDING SOURCE:**

FY2025 State Homeland Security Grant — Regular Projects

**RECOMMENDATION:**

Approve Resolution No. R-26-019 authorizing the acceptance of a grant through the Office of the Governor (OOG), State Homeland Security Program - Regular Projects (SHSP-R) FY25 for the purchase of three (3) 5-Gas Monitors with three (3) Year maintenance service contracts for the City of Brenham Fire Department and authorize the Mayor to execute any necessary documentation.

**RESOLUTION NO. R-26-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FY2025 STATE HOMELAND SECURITY PROGRAM – REGULAR PROJECTS (SHSP-R) FOR THE PURCHASE OF GAS MONITORS AND RELATED MAINTENANCE SERVICES FOR THE BRENHAM FIRE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION**

**WHEREAS**, the Office of the Governor administers a grant program for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

**WHEREAS**, on the 3<sup>rd</sup> day of January 2025, the City Council of the City of Brenham enacted Resolution No. R-25-005, authorizing City staff to prepare and submit a grant application to the Office of the Governor, Homeland Security Grants Division, FY2025 State Homeland Security Program – Regular Projects; and

**WHEREAS**, the City of Brenham has been notified of the award of Grant No. 5353101 in the amount of \$14,000.00 for the one-time purchase of three (3) mPower Poli 5-gas monitors; and funding for one year of a three-year maintenance service contract for said monitors

**WHEREAS**, the City Council of the City of Brenham desires to accept said grant award; and

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

- 1 The City of Brenham hereby accepts of Grant No. 5353101 in the amount of \$14,000.00 from the Office of the Governor, Homeland Security Grants Division, FY2025 State Homeland Security Program – Regular Projects.
- 2 The City of Brenham will comply with all requirements of the Grant Program.
3. The City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures such funds will be returned to the Office of the Governor in full.
4. That the Mayor is hereby authorized to execute any necessary documentation related to the grant described herein.

**RESOLVED** this 18<sup>th</sup> day of June 2026.

**ATTEST:**

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

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



City Council Regular Meeting  
**AGENDA ITEM 12**

**Agenda Item:** Discuss and Possibly Act Upon the Award of RFP No. 26-010 Related to the City-Owned Hangar Lease and Authorize the Mayor to Execute Any Necessary Documentation

**Meeting Date:** June 18, 2026

**Department:** Administration

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

**SUMMARY STATEMENT:**

The City of Brenham issued a Request for Proposals (RFP) for qualified parties interested in leasing the City-Owned hangar located 3101 Aviation Way at the Brenham Municipal Airport on Thursday, March 26, 2026. The lease site is a box style approximately 8,100 square-foot hangar with office space and two restrooms.

The request for proposals schedule for advertising and proposal submission was as follows:

- Issuance of RFP: March 26, 2026
- 1st Publication Date: March 26, 2026
- 2nd Publication Date: April 2, 2026
- RFP Question Deadline: April 9, 2026
- Proposal Submission Deadline: April 16, 2026

The city received two proposals, one from Aviators Plus/Triton Air and the other from Brenham Aero Tech. The evaluation panel consisted of three city employees and two City Council members. The panel reviewed and scored the proposals based on the following criteria:

<b>Criteria</b>	<b>Weight Factor</b>
General Information	15
Hangar Usage/Business Plan	25
Financial Information	25
Economic & Financial Impact	20
Required Documents & References	15
<b>TOTAL</b>	<b>100</b>

Evaluations were totaled in early May and Brenham Aero Tech received 445 points total from the five evaluators, or 89 out of 100. Aviators Plus/Tritan Air received 375 points total from the five evaluators, or 75 out of 100.

Brenham Aero Tech proposed a flight training operation based out of the hangar at the Brenham

Municipal Airport aimed at strengthening the airport's role as an economic driver for the surrounding community with daily aircraft operations, consistent student scheduling, and instructor-led training occurring throughout the week. Brenham Aero Tech intends to maintain a long-term presence and contribute to Brenham Municipal Airport revenue by leasing an underutilized hangar, encouraging daily activity, and increasing fuel sales. Brenham Aero Tech's proposal aligns with the objectives outlined in the Brenham Municipal Airport Master Plan, which identifies the importance of strategic airport development, increased utilization, and long-term aviation-related growth at the airport. Brenham Aero Tech is committed to operating responsibly and consistently with existing tenants, Brenham Municipal Airport Minimum Standards, and Texas Department of Transportation and the Federal Aviation Administration regulations.

Mid-May, staff began lease agreement negotiations with Brenham Aero Tech and concluded lease agreement negotiations on June 9, 2026. The proposed initial term is five (5) years with an option to renew for two additional terms of two years each with written notice not less than 90 days prior to expiration of the then-current term.

The City of Brenham recognizes this type of proposal could promote recreational, business, and commercial activity in the City to the benefit of its citizens, businesses, City, and Airport. In consideration of the economic development benefits anticipated from Brenham Aero Tech's operations at the Airport including increased fuel sales and aviation activity, and pursuant to Chapter 380, Texas Local Government Code, the City has structured a tiered monthly base lease schedule that includes utilities and corresponds to a minimum monthly fuel purchase.

The City of Brenham will require economic development reporting including:

Number and type of aircraft operated from the Premises

- Total flight hours by aircraft
- Number of total operations generated at the Airport
- Estimated gross revenue from operations conducted at the Airport
- Estimated fuel consumption associated with Lessee's operations
- Number of students trained
- Number of employees or contractors engaged at the Airport
- Any other reasonably related operational or economic development information as may be requested by the Lessor

While Brenham Aero Tech is accepting the lease space "as is", the City of Brenham and Brenham Aero Tech will conduct a joint inspection of the hangar and prepare a written "Condition report" which may include photographs to document the existing condition. Brenham Aero Tech will be responsible for the cost of routine maintenance for the hangar.

Brenham Aero Tech will use the Hangar solely for the following SASO activities:

- Flight training services pursuant to FAA Part 61
- Ground school instruction
- Aviation education
- Educational partnerships
- Simulator training
- Office and administrative functions related to services offered

Additionally, the lease agreement outlines that Brenham Aero Tech must, in good faith and with commercially reasonable diligence, submit an application to the FAA for Part 141 flight training approval no later than 18 months from the execution of this agreement.

Brenham Aero Tech will have three tie down spaces closest to the hangar as referenced in Exhibit A of the agreement and will be required to purchase all aviation fuel, lubricants, and other petroleum products in connection with their operations at the airport from the City of Brenham FBO – Brenham Aviation.

Furthermore, Brenham Aero Tech will obtain a Brenham Municipal Airport Aeronautical Business Permit which has been executed and can be found in the agreement as Exhibit C and must provide adequate insurance which is enclosed in this agenda packet.

Lastly, Brenham Aero Tech has the right to terminate the lease agreement at any time after the initial six months of the lease effective date and the City has the right to terminate the lease at any time by providing written notice with 180 days' notice before the effective date of termination.

**ATTACHMENTS:**

1. RFP 26-010 Score Sheet
2. Special Aviation Services Operator Lease Agreement

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Award RFP No. 26-010 related to the city-owned hangar lease to Brenham Aero Tech and authorize the Mayor to execute any necessary documentation.



**RFP No 26-010 City Owned Hangar Lease**

Vendors

	Factor	Aviators Plus/ Tritan Air	Brenham Aero Tech
1	General Information	69	69
	Factor		
1	Hangar Usage/Business Plan	90	119
	Factor		
1	Financial Information	88	96
	Factor		
1	Economic & Financial Impact	80	88
	Factor		
1	Required Documents & References	48	73
	<b>Total Score</b>	375	445

**SPECIALIZED AVIATION SERVICES OPERATOR HANGAR LEASE AGREEMENT  
BY AND BETWEEN  
THE CITY OF BRENHAM AND BRENHAM AEROTECH**

This Specialized Aviation Services Operator Hangar Lease Agreement (“Agreement” or “Lease”) is entered into and effective the \_\_\_\_\_ day of \_\_\_\_\_, 2026, between CITY OF BRENHAM (“Lessor”), a home rule city existing under the Constitution and laws of the State of Texas and the true and lawful owner of THE BRENHAM MUNICIPAL AIRPORT (“Airport”) and BRENHAM AEROTECH, LLC (“Lessee”), who covenant and agree as follows:

**WHEREAS**, the City published Request for Proposals No. 26-010, “City-Owned Hangar Lease,” on March 26, 2026; and

**WHEREAS**, Brenham AeroTech, LLC, provided an edited response to said RFP on April 8, 2026, and

**WHEREAS**, Lessee is proposing a flight training operation at the Airport that will make consistent, day-to-day use of the City-owned Hangar using guidelines provided by the Texas Department of Transportation and the Federal Aviation Administration; and

**WHEREAS**, in accordance with the City’s Code of Ordinances, Chapter 3, “Airport,” no person shall use the airport for carrying on of commercial activities, unless approved by a written permit from the City’s governing body or its duly authorized agent; and

**WHEREAS**, Section 3-2 of the Code provides that the rules and regulations set forth therein shall be observed in the use, operation, and conduct of the municipal airport; and

**WHEREAS**, Lessor seeks a Lessee that will actively use the Hangar, not use it solely as storage; contribute to airport revenue; operate responsibly and consistently with existing tenants and airport standards; and maintain a long-term presence; and

**WHEREAS**, Lessee’s proposed operation aligns with the objectives outlined in the Brenham Municipal Airport Master Plan (Spring 2024), which identifies the importance of strategic airport development, increased utilization, and long-term aviation-related growth at the Airport; and

**WHEREAS**, through increased fuel sales, instructor employment, student activity, and related aviation spending, Lessee plans to support the Airport’s role as an economic driver for the surrounding community; and

**WHEREAS**, Lessee will operate a structured flight training program based out of the Hangar with operations designed to be active daily, with aircraft movement, student scheduling, and instructor-led training occurring consistently throughout the week; and

**WHEREAS**, Lessor deems it advantageous to the operation of the Airport to lease to Lessee that certain City-Owned Hangar described herein; and

**WHEREAS**, Lessee agrees to the acceptance of all insurance requirements, immediate commencement of operations, advertising, and instruction, and full compliance with Airport standards.

**NOW THEREFORE**, in accordance with the terms, considerations and privileges listed herein, Lessor and Lessee covenant and agree as follows:

**Section 1. Lease of Hangar.**

1. Lessor hereby leases to Lessee the City-Owned Hangar located at 3101 Aviation Way, Brenham, Texas 77833 and generally located as depicted in Exhibit "A" ("Hangar") at the Brenham Municipal Airport located at 3001 Aviation Way, Brenham, Texas 77833.
2. The Hangar shall be occupied by Lessee solely for the uses authorized in this Agreement and only for the storage of the aircraft described in Exhibit "B" and aircraft-related equipment, along with storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar. The aircraft described in Exhibit "B" are the aircraft anticipated to be operated, stored, or based from the Hangar as of the execution of this Agreement. Lessee may add, remove, substitute, replace, acquire, sell, lease, or otherwise modify its aircraft fleet during the Term without the necessity of a lease amendment, provided that all such aircraft operations remain consistent with the uses authorized by this Lease and applicable Airport Minimum Standards. Lessee shall provide written notice to Lessor of any material change to its aircraft fleet within 30 days and shall furnish updated registration, ownership, and insurance information upon request. Upon such notice, Exhibit "B" shall be deemed automatically updated to reflect the current aircraft inventory maintained by Lessee.
3. Prior to moving any aircraft into the Hangar, Lessee shall provide Lessor copies of current aircraft registration, documentation of airworthiness, current certificate of insurance, declaration of aircraft homebase, and any other documentation requested by Lessor.

## **Section 2. Compliance with Laws, Rules, and Minimum Standards.**

1. Lessee shall comply with:
  - a. All federal, state, and local laws, applicable Federal Aviation Administration ("FAA") regulations, FAA grant assurances applicable to the Airport, federally-mandated security requirements by the Transportation Safety Administration or the Department of Homeland Security, and all lawful directives issued by the City relating to Airport operations.
  - b. All provisions of the City of Brenham, Texas, Code of Ordinances, including without limitation those in Chapter 3, "Airport."
  - c. All Brenham Municipal Airport Minimum Standards as adopted on July 2, 2020, and thereafter amended, including, without limitation, those related to Specialized Aviation Services Operator ("SASO") operations. Such Minimum Standards are attached as Exhibit "C" and incorporated into this Agreement by reference as though fully set forth herein. In the event of conflict between this Agreement and the Minimum Standards, this Agreement controls.
  - d. All environmental laws and regulations relating to, without limitation, fuel, oil, hazardous materials, chemical storage, waste disposal, and stormwater management. Lessee shall immediately report spills or releases to Lessor and all appropriate agencies. Lessee shall be solely responsible for remediation costs arising from Lessee's operations.
2. Nothing contained in this Agreement shall be construed as granting Lessee any exclusive right prohibited by 49 U.S.C. § 40103(e), FAA grant assurances, or other applicable law. The City expressly reserves the right to permit other operators to conduct similar aeronautical activities at the Airport.
3. All aircraft operated by Lessee at the Airport shall be properly registered, possess current airworthiness certificates where applicable, and be operated in compliance with FAA regulations.

4. Lessee shall ensure all instructors possess appropriate FAA certifications.

**Section 3. Term; Renewal Options; Lease Rates; Reporting; Market Rate Transition.**

1. **Initial Term.** The term of this Lease (“Initial Term”) shall be for five years, commencing on the first day of \_\_\_\_\_, 2026, and end on the \_\_\_\_ day of \_\_\_\_\_, 2031, unless terminated earlier under the terms of this Agreement.
2. **Renewal Options.** Provided Lessee is not in default, Lessee shall have the option to renew this Lease for two additional terms of two years each (each, a “Renewal Term”). Lessee may exercise each Renewal Term by providing Lessor written notice not less than 90 days prior to expiration of the then-current term.
3. **Lease Rate During Initial Term and Renewal Terms; Utilities; Fuel Purchase Requirement.** During the Initial Term, Lessor hereby reduces the amount due because Lessee’s activities promote recreational, business, and commercial activity in the City to the benefit of its citizens, businesses, City, and Airport pursuant to Chapter 380, Texas Local Government Code; in consideration thereof, the monthly rent for the Hangar shall be determined each month based upon the quantity of aviation fuel purchased by Lessee from the City of Brenham’s Fixed Base Operator – Brenham Aviation – during the immediately preceding calendar month; Lessee shall pay Lessor monthly rent according to the following schedule, based on Lessee’s minimum monthly fuel purchase:

<b>Minimum Monthly Fuel Purchase</b>	<b>Monthly Base Rent</b>
2,500+ gallons	\$250 (utilities only)
1,501 - 2,500 gallons	\$550 (\$300 rent + \$250 utilities)
1,001 - 1,500 gallons	\$700 (\$450 rent + \$250 utilities)
501 - 1,000 gallons	\$850 (\$600 rent + \$250 utilities)
0 - 500 gallons	\$1,000 (\$750 rent + \$250 utilities)

4. The parties acknowledge that the rental rates set forth herein are based upon Lessee’s purchase of aviation fuel from Brenham Aviation – and that only fuel so purchased counts towards Lessee’s rental calculation.
5. On or before the 10th day of each month, Lessor shall calculate Lessor’s fuel purchases for the preceding calendar month and shall issue an invoice for rent due. Rent shall be due and payable within 30 days after Lessor’s invoice date.
6. The parties acknowledge that the rental rate structure established by this Lease is based upon current market conditions, anticipated fuel sales, and Airport operational considerations. Upon expiration of the Initial Term, either party may request a review and renegotiation of the rental rate structure, including the fuel purchase thresholds, rental rates, utility charges, and related economic terms. The parties shall negotiate in good faith regarding any proposed modifications; provided, however, that neither party shall be obligated to agree to any modification. Unless and until a written amendment is executed by both parties, the rate structure provided herein shall remain in effect during any renewal term.
7. **Economic Development Reporting.** In consideration of the economic development benefits anticipated from Lessee’s operations at the Airport, including increased fuel sales, aviation activity, and flight training services, Lessee shall provide Lessor with an annual written report, due within 30

days after the end of each calendar quarter, identifying the following operational metrics for the preceding quarter: (a) number and type of aircraft operated from the Premises; (b) total flight hours by aircraft; (c) the number of total operations generated at the airport; (d) estimated gross revenue from operations conducted at the Airport; (e) estimated fuel consumption associated with Lessee's operations; (f) number of students trained; (g) number of employees or contractors engaged at the Airport; and (h) such other reasonably related operational or economic development information as may be requested by the Lessor.

8. **No Automatic Extension.** Expiration of the second Renewal Term shall not create any automatic right to continued occupancy beyond the periods expressly stated herein, and any further extension shall require approval by Lessor.
9. **Late Payment.** In the event Lessor fails to receive any rent payment within 30 days of billing, a late payment penalty equal to 10 percent of such payment shall be charged to Lessee. In the event Lessee shall remain delinquent for more than 10 days, Lessee shall be in default as described in Section 15, below, and Lessee's rights of occupancy and/or this Lease may be terminated by Lessor as further described in Section 15, below.

#### **Section 4. Maintenance and Repairs to the Hangar.**

1. Lessee agrees to accept the Hangar in "as is" condition.
2. Prior to Lessee's occupancy of the Hangar, Lessor shall remove any overgrown vegetation and mow the surrounding area.
3. Prior to Lessee's occupancy of the Hangar, the Lessor and Lessee shall conduct a joint inspection of the Hangar and surrounding leased area and prepare a written "Condition Report," which may include photographs. The Condition Report shall document the observable condition of the Hangar as of the commencement date of this Agreement and shall be maintained by the parties for reference during the Term. The preparation of the Condition Report shall not alter or waive Lessee's acceptance of the Premises in its then-existing condition, shall not constitute a representation or warranty by the City regarding the condition of the Premises, and shall not modify the maintenance or repair responsibilities otherwise established by this Lease.
4. Lessee shall be responsible for the cost of Routine Maintenance for the Hangar
5. In this section, "Routine Maintenance" means ordinary, recurring, and preventive maintenance and repairs necessary to keep the Hangar in good, safe, clean, and functional condition, including without limitation cleaning, lubrication, adjustment and minor repair of hangar doors and hardware, replacement of light bulbs and minor fixtures, plumbing and electrical repairs, HVAC filter replacement and servicing, interior painting and touch-up, pest control, pest control in and adjacent to the Hangar, and similar non-structural upkeep items. The term shall not include structural repairs, roof replacement, foundation repairs, replacement of major building systems, environmental remediation not caused by Lessee, or capital improvements.

#### **Section 5. Use of the Hangar and Tie Down Spaces.**

1. Lessee shall use the Hangar solely for the following SASO activities: (a) flight training services pursuant to FAA Part 61; (b) ground school instruction; (c) aviation education; (d) educational partnerships; (e) simulator training; and (e) office and administrative functions related thereto. Moreover, with regard to the aircraft listed in Exhibit "B", Lessee shall use the Hangar solely for the following activities that are incidental to Lessee's flight training operations and not provided to the

general public: (a) aircraft rental; (b) aircraft storage; (c) aircraft maintenance, inspection, repair, alteration, rebuilding, and overhaul; and (d) aircraft sales and leasing. Any future aviation-related uses must be agreed to in writing by the parties and may be in the form of an addendum to this Agreement or a separate Lease Agreement.

2. In consideration of the reduced lease amount in the Initial Term as defined in Section 3, paragraph 3, Lessee shall, in good faith and with commercially reasonable diligence, submit an application to the FAA for Part 141 flight training approval no later than 18 months from the execution of this Agreement and shall thereafter diligently pursue such approval. Failure to comply with this subsection shall constitute a material default under this Lease; provided, however, that the 18-month deadline shall be extended for any delay caused by circumstances beyond Lessee's reasonable control, including FAA processing delays, requests for additional information by the FAA, governmental actions, airport construction or operational restrictions, force majeure events, or other circumstances that materially impair Lessee's ability to timely submit the application.
3. During the term of this Agreement, Lessor grants to Lessee the exclusive right to use the three tie down spaces closest to the Hangar as indicated on the Airport map in Exhibit "A."
4. Lessee shall not: (a) store gasoline and other aviation fuels in the Hangar, other than fuel stored in fuel tanks of an operational aircraft; (b) conduct fueling operations for the public; (c) engage in aircraft salvage operations; (d) conduct major airframe or engine overhaul, unless specifically authorized by the Lessor; or (e) use the Hangar for any non-aeronautical purpose without prior written approval.
5. Fuel Purchase. Lessee shall purchase from the City of Brenham Fixed Base Operator – Brenham Aviation – all aviation fuel, lubricants, and other petroleum products used in connection with Lessee's operations at the Airport, including fuel for aircraft based at or operating from the Leased Premises, unless otherwise approved in writing by the Airport Manager. Failure to comply with this subsection shall constitute a material default under this Lease. Notwithstanding the foregoing, if Brenham Aviation is temporarily unable to provide the requested fuel due to contamination, equipment failure, supply interruption, emergency conditions, or other circumstances beyond Lessee's reasonable control, Lessee may purchase fuel from another lawful source during the period of such unavailability upon notice to the Airport Manager, and such purchase shall not constitute a default under this Lease.
6. As a condition precedent to occupying the Hangar, Lessee shall first obtain a "Brenham Municipal Airport Aeronautical Business Permit." A permit application for such business permit is available in Appendix A of the Brenham Municipal Airport Minimum Standards, which are attached as Exhibit "C."
7. The Hangar shall be used only for the storage of aircraft listed in Section 1, above, and aircraft-related equipment and non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar.
8. Lessee shall control the conduct and demeanor of its employees and invitees, and those doing business within and around Hangar and shall take all steps necessary to remove all persons who Lessor, for good and sufficient cause, deem objectionable.
9. Lessee shall keep the Hangar clean and free of debris at all times.

10. Following the issuance of a Sign Permit by the Development Services Department, Lessee may maintain on the outside of Hangar its name on a sign, the size, location, and design of which shall be subject to prior written approval of Lessor. Lessee shall not maintain upon the outside of the Hangar or anywhere else on Airport property any other billboards or advertising signs.
11. Lessee shall permit Lessor and Lessor's agents, representatives, or employees to enter into or on the Hangar at all reasonable times for the purpose of inspecting the Hangar and surrounding area.

#### **Section 6. Refuse Disposal; Appliance Use.**

1. Subject to available capacity and the Airport's operating requirements, Lessee may use any Airport dumpster designated by Lessor for ordinary refuse generated by Lessee's authorized activities, subject to the terms and conditions established by Lessor. In lieu of or in addition to such use, Lessee may, at its sole expense and with the prior written approval of the Airport Manager as to location and appearance, obtain additional solid waste collection services only through the City's authorized solid waste provider or another provider expressly authorized by the City. Any such dumpster or container shall be screened if required by Lessor, maintained in a clean and sanitary condition, and serviced regularly by a licensed waste collection provider. Lessee shall be responsible for all costs associated with the private dumpster or container and shall ensure compliance with all applicable laws, regulations, Airport rules, and environmental requirements.
2. Limited electrical appliances are allowed in the Hangar, including lights, portable fans, refrigerator, radios, dehumidifiers, engine heater, powered tow-bars, battery trickle chargers, and a small air compressor. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. No appliances, except refrigerators, dehumidifiers, batter trickle charges and engine heaters may remain connected to any electrical receptacle when the Hangar is not occupied.

#### **Section 7. Taxes and Fees.**

Lessee shall be liable for all taxes and fees owed on or by its personal business or itself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee.

#### **Section 8. Sublease/Assignment.**

Lessee agrees not to sublease the Hangar or to assign this Agreement.

#### **Section 9. Alterations.**

Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All alterations, additions and improvements made to the Hangar shall be in accordance with applicable codes, ordinances and the latest adopted edition of the suite of International Building Codes including the International Fire Code and shall, if required, receive prior approval of a permit by the Development Services Department and follow applicable inspection and approval processes. All fixtures installed or additions and improvements made to Hangar shall, upon completion of such additions and the improvements, become Lessor's property and shall remain in the hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

#### **Section 10. Insurance.**

1. Lessee shall maintain at all times, at its own expense, liability insurance for property damage or personal injury or death, arising as a result of Lessee's occupation of the Hangar, in the following amounts:
  - a. Commercial General Liability:
    - i. (CGL) General Aggregate: \$2,000,000.
    - ii. Products & Completed Operations: \$1,000,000.
    - iii. Personal & Advertising Injury: \$1,000,000.
    - iv. Per Occurrence: \$1,000,000.
  - b. Business Automobile Policy (BAP):
    - i. Combined Single Limits: \$1,000,000.
    - ii. Coverage for "Any Auto."
    - iii. Waiver of Subrogation required.
  - c. Workers' Compensation:
    - i. Insurance Statutory Limits:
      - A. Employer's Liability \$500,000.
      - B. Waiver of Subrogation required.
  - d. Hangarkeepers Liability Insurance: \$1,000,000.00.
2. Insurance under this Section shall:
  - a. Be issued by insurance companies acceptable to Lessor and licensed to do business in Texas with a rating of A- or higher as found on A.M. Best.
  - b. Name Lessor as an additional insured or loss payee, as the case may be.
  - c. Provide for at least 30 days written notice to Lessor prior to cancellation or modification; Lessee shall provide Lessor with duplicate originals of all insurance policies required by this Section.
  - d. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times; any changes in those certificates must have the prior written approval of Lessor.

**Section 11. Casualty.**

1. In the event the hangar, or the means of access thereto, shall be damaged by fire or any other cause, the Lease Payments payable hereunder shall not abate provided that the use of the Hangar is not rendered commercially impracticable or financially infeasible by such damages.
2. If the Hangar is rendered commercially impracticable or financially infeasible and Lessor elects to repair the Hangar, the Lease Payments shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omission of Lessee, its employees, agents or invitees, in which case the Lease Payments shall not abate.
3. If the Hangar is rendered commercially impracticable or financially infeasible and the Lessor elects not to repair the Hangar, this Agreement shall terminate. In the event of such termination, the parties shall make a good-faith effort to find a new Hangar location in accordance with the Airport Layout Plan as defined in the Airport Minimum Standards.

**Section 12. INDEMNITY; Disclaimer of Liability.**

1. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LESSOR AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO THE LESSEE'S USE OR OCCUPANCY OF THE HANGAR, INCLUDING THE ACTS OR OMISSIONS OF THE LESSEE, ITS OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, INVITEES, GUESTS, OR PARTICIPANTS. THE LESSEE FURTHER AGREES TO RELEASE THE LESSOR FROM ANY CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS ARISING FROM THE LESSEE'S USE OF THE FACILITY, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSOR. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LESSOR'S GOVERNMENTAL IMMUNITY OR ANY OTHER RIGHTS, DEFENSES, OR LIMITATIONS AVAILABLE TO THE LESSOR UNDER TEXAS LAW.**
2. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

**Section 13. Force of Nature; Lessor Rights Reserved.**

1. Neither Party shall be liable to the other Party for its failure to perform this Agreement or any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any acts of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, pandemic or any other cause beyond the Parties' control.
2. Lessor reserves the right to close the Airport or any portion thereof temporarily or for extended periods for maintenance, repairs, construction, rehabilitation, emergencies, safety concerns, operational needs, or compliance with applicable laws, FAA requirements, grant assurances, or other governmental requirements; further develop, improve, repair, rehabilitate, reconstruct, relocate, or modify the Airport and its facilities, including runways, taxiways, aprons, and utilities; and take any other action reasonably necessary for the ownership, operation, maintenance, development, or regulatory compliance of the Airport. Lessee acknowledges that such activities may result in temporary interruptions, restrictions, or suspensions of access to or use of the Airport or portions thereof and shall not entitle Lessee to any compensation, damages, rent abatement, or other claim against Lessor, except as otherwise expressly provided in this Lease.

**Section 14. Non-Discrimination; Federal Obligations**

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

1. Lessee shall not discriminate on the basis of race, color, national origin, sex, creed, age, disability, or any other classification protected by applicable federal or state law in the use and occupancy of the Hangar or in the conduct of its operations at the Airport.

2. Lessee shall comply with all applicable requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), 49 CFR Part 21, the Americans with Disabilities Act, and all other applicable federal, state, and local laws, regulations, executive orders, and FAA grant assurances relating to nondiscrimination and access to Airport facilities and services.
3. Lessee further agrees that no person shall, on the grounds of race, color, national origin, sex, creed, age, or disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Hangar or in the conduct of activities authorized under this Lease.
4. This covenant shall run with the land and shall be binding upon the Lessee and its successors and assigns for the term of this Lease and any extensions or renewals thereof.
5. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and to exercise any other remedies available at law or in equity, subject to applicable notice and cure provisions.

**Section 15. Default; Remedies; Remedies Cumulative.**

1. This Agreement shall be breached:
  - a. For failure of Lessee to pay any Lease Payment or any other sum payable to Lessor herein within 10 days of the date that it is due.
  - b. For failure of Lessee to comply with a term, condition or covenant of this Lease other than the Lease Payment or other sum of money, within 30 days after delivery of written notice thereof to Lessee.
  - c. Lessee shall be in default under this Lease if Lessee files bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver or trustee is appointed for substantially all of Lessee's assets, subject to applicable federal bankruptcy law.
2. In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be reasonably necessary, without being deemed guilty of trespassing, breach of peace, or forcible entry and detainer, and Lessee expressly waives the service of any notice; exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity.
3. In the event of default continuing for 90 days due to the nonpayment of Lease Payments specified in this Agreement, Lessor may take possession of and sell all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee in the Hangar, and said sale may be in any manner prescribed by law with Lessor crediting the net proceed upon any indebtedness due to damage or sustained by Airport, without prejudice to further claims to arise later under the terms of this Agreement.
4. The rights and remedies with respect to any of the terms and conditions of the Agreement shall be cumulative and exclusive and shall be in addition to all other rights and remedies available to either party in law or equity.
5. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

**Section 16. Entire Agreement; Governing Law.**

1. This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or representations regarding the lease of the Hangar.
2. This Lease shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Lease shall be in Washington County, Texas.

**Section 17. Relationship of Parties.**

1. The relationship between Lessor and Lessee shall, always and only, be that of Lessor and Lessee; Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts of omission of Lessee, its employees or agents.
2. This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

**Section 18. Severability.**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

**Section 19. Early Termination.**

1. Notwithstanding the Initial Term set forth in Section 3, above, and provided Lessee is not in material default under this Agreement, Lessee shall have the right to terminate this Lease at any time after the initial six months of the Lease effective date.
2. Lessor may exercise its right to terminate this Lease at any time by providing Lessor written notice with 180 days' notice prior to the effective date of termination.

**Section 20. Notices; Contacts.**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return-receipt requested, to the signatories below. Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

**CITY**

Name: Megan Mainer  
 Title: Interim City Manager  
 Entity: City of Brenham, Texas  
 Address: 200 W. Vulcan St., Brenham, TX 77833  
 Telephone: 979-337-7200  
 Email: mmainer@cityofbrenham.org

**COMPANY**

Name: SCOTT C. ROBERTSON & APRIEL G. SOLTURA  
 Title: MANAGING MEMBERS

**COMPANY**

Name: Brenham AeroTech, LLC  
Address: 3103 Aviation Way Brenham TX 77833  
Telephone: 979-359-1590  
Email: Fly@flywithBKT.com  
Primary  
Contact: Scott Robertson  
PC mobile: 713-918-9990

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



Signature of Authorized Representative of Brenham AeroTech, LLC



Printed Name of Authorized Representative of Brenham AeroTech, LLC (Include Title)

Signature of Authorized Representative of City

Printed Name of Authorized Representative of City (Include Title)

STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

*[notary seal]*

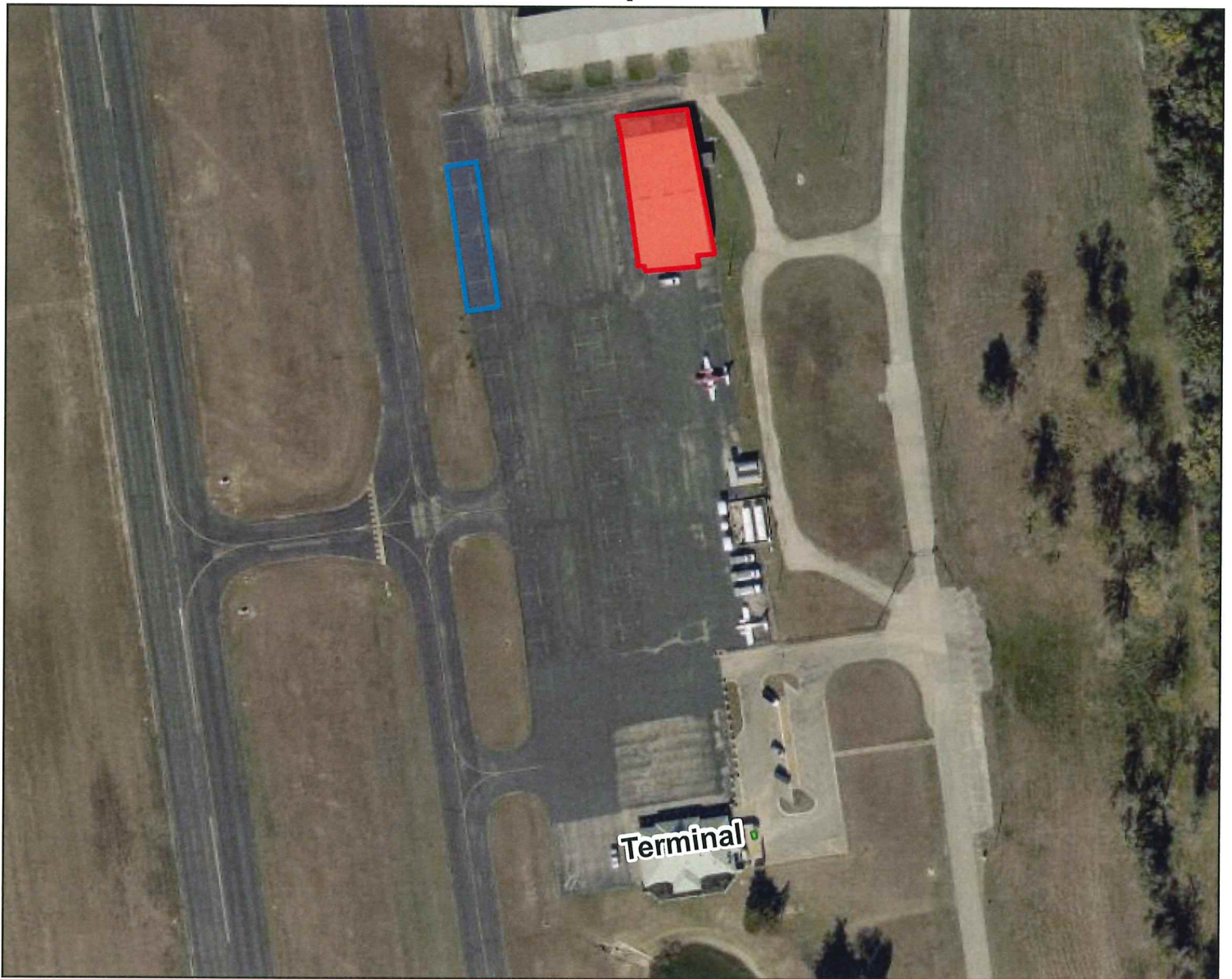
STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Scott C. Robertson, Managing Member, Brenham Aerospace, LLC.



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

*[notary seal]*

# Exhibit A – Airport Premises Map Showing Description of Hangar Location and Tie Down Spaces

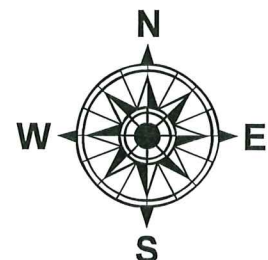


## Legend

-  Hangar Lease Area
-  AeroTech Tie Down Spaces
-  Dumpster



Scale: 1:1,999  
0 50 100 200 Miles



**Exhibit "B"**  
**AIRCRAFT AUTHORIZED TO BE STORED IN HANGAR**

<b>Aircraft No. 1 Make:</b>	CUB ↗
<b>Aircraft Model:</b>	PIPER ↘
<b>Aircraft Year:</b>	1946
<b>Aircraft Serial Number:</b>	18426
<b>Registration/Tail No:</b>	N 98253
<b>Insurance Provider and Policy Information:</b>	MID CONTINENT
<b>Aircraft No. 2 Make:</b>	PIPER
<b>Aircraft Model:</b>	TRI-PACER
<b>Aircraft Year:</b>	1960
<b>Aircraft Serial Number:</b>	22-6987
<b>Registration/Tail No:</b>	N 3033Z
<b>Insurance Provider and Policy Information:</b>	MID CONTINENT
<b>Aircraft No. 3 Make:</b>	PIPER
<b>Aircraft Model:</b>	TRI-PACER
<b>Aircraft Year:</b>	1957
<b>Aircraft Serial Number:</b>	22-5245
<b>Registration/Tail No:</b>	N 7517D
<b>Insurance Provider and Policy Information:</b>	MID CONTINENT

AIRCRAFT AUTHORIZED TO BE STORED IN HANGAR

Aircraft No. <sup>4</sup> 1 Make: Dodge  
Aircraft Model: Arrow II  
Aircraft Year: 1975  
Aircraft Serial Number: 2812-7535277  
Registration/Tail No: N84N  
Insurance Provider and Policy Information: Mrs Courtman  
Aircraft No. <sup>5</sup> 2 Make: Boeing  
Aircraft Model: B55  
Aircraft Year: 1970  
Aircraft Serial Number: TC-1319  
Registration/Tail No: N45CW  
Insurance Provider and Policy Information: AT LAD GARLAND.  
Aircraft No. <sup>6</sup> 3 Make: Cessna  
Aircraft Model: 182P  
Aircraft Year: 1973  
Aircraft Serial Number: 18261499  
Registration/Tail No: N2224  
Insurance Provider and Policy Information: Mrs Courtman

**Exhibit "C"**  
**BRENHAM MUNICIPAL AIRPORT MINIMUM STANDARDS**



**BRENHAM MUNICIPAL AIRPORT**

**MINIMUM STANDARDS**

**ADOPTED  
JULY 2, 2020**

## **Minimum Standards**

### Table of Contents

Definitions

Section 1      General Standards

Section 2      Conducting Business at the Airport

Section 3      Commercial Operations

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Section 5      Building/Improvement Standards

Section 6      Leasing

Appendix A    Business Application

# DEFINITIONS

**Accident:** A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

**Advisory Board:** City appointed board that makes recommendations to the City pertaining to Airport related matters.

**Advisory Circular (AC):** FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

**Aeronautical Activity:** Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non-aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

**Air Traffic:** Aircraft in operation anywhere in the air or, when under their own power, on the ground.

**Aircraft:** Means any device intended to fly in the air.

**Aircraft Charter and Air Taxi Services:** An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

**Aircraft Fuel:** Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

**Aircraft Operator:** Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

**Airport Layout Plan (ALP):** An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Airport Master Plan (AMP):** Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

**Airport Owner:** The Airport Owner is the City of Brenham.

**Airport Rates and Charges:** A schedule of fees approved by the City payable by users and Operators at the Airport.

**Airport Tenant:** A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

**Airside:** The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

**Airspace:** Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

**Air Traffic Pattern:** The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

**Apron:** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

**Avionics, Instruments or Propeller Repair Services:** A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

**AWOS (Automated Weather Observation System):** AWOS is a fully configurable airport weather system that provides continuous, real-time information and reports on weather conditions. This information includes barometric pressure, wind speed and wind gusts, temperature and dew point, visibility, sky condition, precipitation, thunderstorms, freezing rain and runway surface conditions.

**Based Aircraft:** Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

**Building:** Main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

**Building Area:** An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

**City:** The City of Brenham, Texas and Owner of the Brenham Municipal Airport.

**Commercial Operator:** Person who provides goods or services at the Airport for compensation. Such activities are deemed "Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non-profit, charitable, or tax exempt.

**FAA:** Federal Aviation Administration.

**FAR:** Federal Aviation Regulations.

**Fixed Based Operator (FBO):** A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

**Flagging and/or Hawking:** Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). "Flagging" and/or "Hawking" is **Prohibited** on the Brenham Municipal Airport.

**Flying Club:** An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

**Fuel Flowage Fees:** Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

**Hangar:** Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

**Hazardous Material:** Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

**Improvements:** All buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee.

**Landing Area:** Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

**Landside:** The general public common use areas of the Airport such as public roadways, parking lots and buildings.

**Lease:** A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/or authorizing the conduct of specified activities.

**Line Service:** The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

**MIRL (Medium Intensity Runway Lights):** Runway edge lighting is used to outline the edges of runways during periods of darkness or restricted visibility conditions. These light systems are classified according to the intensity they are capable of producing. Many MIRL systems have variable intensity controls. At airports where there is not a control tower, Pilot Controlled Lighting, or PCL, is used where pilots can adjust the lighting themselves by keying a microphone button a certain number of times.

**Non-Commercial Operators:** A person or entity that neither offers nor provides goods or services to the public for compensation.

**Operator:** Any person conducting Aeronautical Activity at the Airport.

**PAPI (Precision Approach Path Indicators):** The PAPI system primarily assists by providing visual glide slope guidance in non-precision approaches environment. These systems have an effective visual range of at least 3 miles during the day and up to 20 miles at night. The row of light units is normally installed on the left side of the runway and the glide path indications are two red and two white (2 red ●●●●) when on proper glide path angle of approach. Light combinations

indicate when slightly high (3 white ●●●), significantly high (4 white ●●●●), slightly low (3 red ●●●) and significantly low (4 red ●●●●). **Person:** An individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

**Ramp:** Paved area suitable for aircraft parking.

**REIL (Runway End Identifier Lights):** The Runway End Identifier Lights (REIL) system provides rapid and positive identification of the end of the runway. The system consists of two synchronized, unidirectional flashing lights. The lights are positioned on each corner of the runway landing threshold, facing the approach area, and aimed at an angle of 10 to 15 degrees. REIL is effective for identification of a runway surrounded by a preponderance of other lighting; identification of a runway which lacks contrast with surrounding terrain; and identification of a runway during reduced visibility. The REIL provides three intensity settings and has an approximate range of three miles in daylight and twenty miles at night. The REIL can be controlled by the air traffic control tower, remotely by the pilot, by automatically sensing the electrical current through the runway edge lights, or manually from the control cabinet.

**Repair Facility:** Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

**Roadway:** Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not.

**Runway:** Segments of land at the Airport prepared and marked for use by aircraft in taking-off and landing.

**Specialized Aviation Services Operator (SASO):** A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

**Specialized Commercial Flying Services:** A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non-stop sightseeing flights that begin and end at the same Airport.
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

**Sublease:** Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

**Taxilane:** Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

**Taxiway:** Defined path established for the taxiing of aircraft from one part of the Airport to another.

**Taxiway Safety Area:** A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

**Terminal Apron:** The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to-month parking.

**Terminal:** Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

**Tie-Down:** Area within an open-air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

**Transient Aircraft:** Aircraft that is not a Based Aircraft at the Airport.

**T-Hangar:** An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

**SECTION 1**  
**GENERAL STANDARDS**

## **Section 1   General Standards**

The following Minimum Standards for Commercial and Non-Commercial Operators at the Brenham Municipal Airport (“Minimum Standards”) have been adopted by the City of Brenham City Council for the Brenham Municipal Airport (“Airport”). The definitions used in this document are located before Section 1. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

1. The Airport Owner retains the right and/or obligation to do the following:
  - A. Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.
  - B. Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
  - C. Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
  - D. Maintain the Airport in a safe and serviceable condition.
  - E. Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
  - F. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.

G. Impound any personal property, tools, furniture, aircraft (excluding transient aircraft not owned by the lessee), or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.

H. Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

## 2. Payment and Fees

(A) **Service Charge** - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

(B) **Bond** - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

(C) **Utilities** - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

(D) **Taxes** - An FBO will pay all responsible taxes in a timely manner.

(E) **Other Bills** - An FBO will pay all responsible bills in a timely manner.

## 3. Implementation Official.

The City Manager or his designee shall enforce the Minimum Standards.

## 4. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

## 5. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

## 6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

**7. Inspections.**

To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

**8. Surface Vehicles, Limits on Weight.**

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

**9. Civil Rights.**

Persons using this Airport shall comply with all provisions of applicable civil rights laws and regulations, as said laws and regulations may be amended periodically, including but not limited to the Civil Rights Act of 1964 and Title 49 C.F.R. § 21.1 et seq. implementing Part 21 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 of the Regulations of the U.S. Department of Transportation.

**10. Surface Vehicles on Airport.**

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

**11. Complaints.**

Complaints against any Aircraft Operator, Owner or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

**12. Use of Land within the Airport.**

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if:

- (A) the primary Aeronautical Activity is not interfered with;
- (B) it is not in violation of FAA regulations;
- (C) is specifically authorized by the City; and
- (D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

**13. Living Quarters.**

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

**14. Taxiway Access.**

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

**15. License, Certificates, and Authorizations.**

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

- (A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.
- (B) The City may terminate a license, permit or agreement after giving written notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 4. The City may terminate the lease, license, permit or agreement upon fourteen (14) days' written notice if the Licensee fails to maintain the required insurance.
- (C) No improvements or modifications to Airport property may be made without the prior written consent of the City.
- (D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written approval of the City.

**16. Solicitation and Conduct**

- (A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.
- (B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public of the Airport. The Airport

Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO's operating at the Airport.

**17. Rules**

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

**SECTION 2**

**CONDUCTING BUSINESS AT THE AIRPORT**

## **Section 2 Conducting Business at the Airport**

### **1. Conducting Business at the Airport.**

All Commercial Operators must obtain a permit, license, lease or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

### **2. Requirements of all Commercial Operators.**

Each Commercial Operator shall:

- (A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- (B) Maintain insurance as required by the Minimum Standards.
- (C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set by City Council and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- (D) Control the conduct and demeanor of its personnel, subtenants, licensees and invitees.
- (E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- (F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state and local guidelines.
- (G) Meet all requirements outlined in the Airport Storm Water Pollution Prevention Program and Spill Prevention Control and Countermeasures Program.
- (H) An Operator may not utilize space or land leased to another without permission from Lessee.

### **3. Multiple Activities by One Commercial Operator.**

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall control as determined by the Airport Owner.

**4. Activities not Covered by Minimum Standards.**

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

**5. Waiver or Modification of Standards.**

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, emergency response, fire protection or fire-fighting operations.

**6. Airport Business Permit Application Process.**

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application (Exhibit "A", subject to periodic revisions) and receive approval from the City. The application can be obtained from the Development Services Department of the City of Brenham. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- (A) A detailed description of the scope of the intended operations, including all services to be offered.
- (B) The amount of land, office space, and/or aircraft storage areas required for the operation.
- (C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- (D) The proposed hours of operation.
- (E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- (H) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

(Mailing address)  
City of Brenham  
Development Services Department  
P.O. Box 1059  
Brenham, Texas 77834-1059

(Physical address)  
City of Brenham  
Development Services Department  
200 W. Vulcan Street  
Brenham, Texas 77833

## **7. Application Processing.**

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- (A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- (B) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- (C) No appropriate space or land is available to accommodate the proposed activities.
- (D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.
- (F) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.
- (G) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards.
- (H) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2, Conducting Business on the Airport.
- (I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

**SECTION 3**  
**COMMERCIAL OPERATIONS**

### **Section 3 Commercial Operations**

#### **1. General**

Prior to operation a Fixed-Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

#### **2. Fueling**

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Brenham Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the City after demonstrating compliance with AC-150/5190/6; (2) obtains written permission from the City Fire Marshal; and (3) provides written evidence of insurance covering such activity and complying with Section 5.

#### **3. Fixed-Base Operator (FBO)**

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

##### **(A) Land and Facility Requirements.**

An FBO must have a lease and facility meeting the following requirements:

- (1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non-hangar space) consisting of at least 2,000 square feet with a minimum of at least 1,000 square feet dedicated to customer service and support functions.
- (2) The Terminal Building may be attached to the Hangar Facility.

##### **(B) FBO Services**

An FBO must provide the following services:

- (1) Hours of Operations  
An FBO must provide Jet A and Avgas for aircraft fueling and line services seven (7) days per week, from 7:00 AM until at least 7:00 PM. An FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3. 24-hour contact information must be posted on-site and provided to the City of Brenham Development Services Department.
- (2) Aviation fueling
  - (a) In accordance with local, state and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition

as published by the National Fire Protection Association and is unamended. Lastly, the FBO shall comply with FAA Advisory Circular 150/5230-4B, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

- (b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle and one Avgas refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2,000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons. An FBO shall arrange for back-up refueling vehicles (with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.
- (c) The FBO shall require all of its fuel-handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO's activities and personnel to ensure adherence to safe practices.
- (d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the City of Brenham Development Services Department. All fuel trucks/equipment shall meet all applicable local, state and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet the requirements of the latest edition of the National Fire Protection Association Standard, 407 – "Standard for Airport Fuel Servicing, ", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.
- (e) All mobile fuel trucks must be parked on a paved surface.

- (3) Aircraft line services
  - (a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.
  - (b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.
  - (c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.
  - (d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.
- (4) Concierge Services  
The FBO must have:
  - (a) Available a minimum of one (1) courtesy car for customer services and support.
  - (b) A telephone for public use.
  - (c) A pilot and passenger lounge with restrooms, water and/or coffee or other drinks that may be provided complimentary or for sale.

**(C) Subcontracting Services, Subleasing; Restrictions**

- (1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and in such areas as are approved by the Airport Management. The subcontractor must be based on the Airport.
- (2) The FBO shall not sublease, permit or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

**(D) General Requirements**

The FBO is required to perform the following functions or abide by the following rules:

- (1) Make its business open to all forms and classes of Aeronautical Activity.

- (2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.
- (3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.
- (4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.
- (5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.
- (6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

**(E) Fees to Include Fuel Flowage Fees**

- (1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

**4. Specialized Aviation Services Operator (SASO)**

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

**(A) General Requirements**

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15 specific to each activity the SASO will conduct:

- (1) The entity must have:
  - (a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
  - (b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO.

The sub-lessee SASO shall meet all of the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

- (2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.
  - (a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.
  - (b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.
  - (c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
  - (d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

**5. Aircraft Sales**

All SASOs conducting Aircraft Sales must meet the following additional requirements:

- A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year).
- B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

**6. Airframe, Engine and Accessory Maintenance and Repair Services**

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

- A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

- B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.
- C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.
- D. Hangar space shall be leased for such SASOs operations.
- E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

**7. Aircraft Leasing or Rental Services**

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements:

- A. Maintain all required FAA licenses, if required.

**8. Flight Training Services**

All SASOs conducting flight training services must:

- A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

**9. Avionics, Instruments or Propeller Repair Services**

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

- A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/or install.
- B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.
- C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

**10. Aircraft Charter and Air Taxi Services**

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

- A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.
- B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

**11. Hangar Leasing Services**

All SASOs conducting Hangar Leasing Services must:

- A. Lease sufficient land to accommodate the proposed number of hangars and/or T-Hangars based on the following:
  - 1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.
- B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

**12. Specialized Commercial Flying Services**

All SASOs conducting Specialized Commercial Flying Services must:

- A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

**13. Aerial Applicators**

No person may use the Airport for loading, unloading, airframe/hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Brenham and Washington County.

**14. Mobile Aircraft Washing Services**

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

- A. Obtain approval of an Aircraft Washing Plan that contains the following information:
  - 1. Name of individual/company conducting washing services, contact name and phone number.
  - 2. A site map of the area in which washing will occur. The site map must contain the following:
    - (a) An outline of the washing location to include location of runoff control structures.
    - (b) Approximate distance (in feet) from washing area to nearest drain(s).
    - (c) Reference to buildings, terminal, roads, etc.
    - (d) North arrow.
- B. A detailed description of washing method/operation, including the following details:
  - 1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
  - 2. Amount of water used per wash and frequency of operation.
  - 3. Name, amount of chemical(s) used per wash.
  - 4. If "dry" washing or washing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).
- C. Safety data sheets (SDS) for all chemicals to be used.
- D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:
  - 1. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and
  - 2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

**15. Mobile Aircraft Maintenance and Repair Services**

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

- A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.
- B. Conduct all activities inside hangars, when feasible.

**SECTION 4**  
**INSURANCE**

**Section 4 Insurance**

**1. General Insurance Requirements**

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. "Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents and employees as "Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

**2. Insurance on all Structures**

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent (100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke and other perils.

**3. Schedule of Minimum Insurance Requirements**

**A. Fixed-Based Operator**

Commercial general aviation liability policy with coverage for premises, operations, and product liability.	\$1,000,000
Products and Completed Operations Liability	\$1,000,000
Hangar Keeper's Liability	\$1,000,000
Aircraft liability, with coverage for bodily injury and property damage, including passengers.	\$1,000,000

**B. Specialized Aviation Services Operator (SASO)**

Commercial general aviation liability policy with

**coverage for premises, operations and products liability. \$1,000,000**

**Aircraft liability, with coverage for bodily injury and property damage, including passengers. \$1,000,000**

**C. All Other Operations/Users**

**General aviation liability policy with coverage for premises, operations and products liability. \$1,000,000**

**5. Special Instructions**

**A. Any Aircraft Operator seeking to "self-fuel," as defined in FAA Advisory Circular 150/5190-6 shall have a minimum \$1,000,000 general liability policy that contains an endorsement specifically permitting self-fueling.**

**B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The coverage shall include all, hired and non-owned automobiles**

**6. Additional Insurance Required**

**In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator's activities.**

**SECTION 5**

**BUILDING/IMPROVEMENT STANDARDS**

## **Section 5 Building/Improvement Standards**

### **1. Buildings and Structures**

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

### **2. Maintenance of the Airport**

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

### **3. Buildings and Structures Standard**

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

### **4. Construction Process**

***Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.***

### **5. Notice of Proposed Construction or Alteration**

Prior to any new construction or alteration of an existing structure a Form 7460-1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460-1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.

**SECTION 6**  
**LEASING**

## **Section 6   Leasing**

### **1. Conflicts in Lease**

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

### **2. Exclusive Rights**

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

### **3. Ground Lease Applications**

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance is not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

### **4. Fees Due from Operators at/on Airport**

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.
- B. Sums due under any agreement granting operating rights at or from the Airport.

**5. Terminal Apron Leasing**

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

**6. Lease Cancellation/Reduction in Scope**

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

**7. Lease Charges/Escalation Clauses/Terms**

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

**8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles**

- A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness.

- B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the amount of (fifty dollars) \$50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.
  
- C. If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$100 per day.

**APPENDIX A**  
**BUSINESS APPLICATION**

**BRENHAM MUNICIPAL AIRPORT AERONAUTICAL  
BUSINESS APPLICATION and PERMIT**

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Fixed-Based Operator   | <input type="checkbox"/> Aircraft Charter and Air Taxi Services      |
| <input type="checkbox"/> Aircraft Sales   | <input type="checkbox"/> Hangar Leasing Services                     |
| <input checked="" type="checkbox"/> Airframe, Engine and Accessory Maintenance Services | <input type="checkbox"/> Specialized Commercial Flying Services      |
| <input checked="" type="checkbox"/> Aircraft Leasing or Rental Services                 | <input type="checkbox"/> Aerial Applicators                          |
| <input checked="" type="checkbox"/> Flight Training Services                            | <input checked="" type="checkbox"/> Mobile Aircraft Washing Services |
| <input checked="" type="checkbox"/> Avionics, Instruments or Propeller Repair Services  | <input type="checkbox"/> Mobile Aircraft Maintenance and Services    |
| <input type="checkbox"/> Other  |  |


These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Standards for further information on each type of business.

Applicant: BRENHAM AERO TECH  
Authorized Representative: SCOTT C. ROBERTSON  
Title: MANAGING MEMBER  
Business Address: 3103 AVIATION WAY  
City, State, Zip: BRENHAM TX 77833  
Billing Address: SAME  
City, State, Zip: \_\_\_\_\_  
Phone: Work: 979-FLY-1590 Cell: SAME  
Fax: \_\_\_\_\_ Emergency: 832 876-1004

The Applicant hereby request the above business or activity from the City for the privilege of conducting Commercial Aeronautical Activities on the Airport.


Each FBO application must include a Business Plan and Financial Package. The Business Plan must include information on how the applicant plans to provide required services. The Financial Package must include a list of individuals/parties with a material interest in the business as well as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

The undersigned representative certifies they are authorized to sign for the business and acknowledges receipt of a copy of this permit.

  
\_\_\_\_\_  
Authorized Representative's Signature

6-10-26  
\_\_\_\_\_  
Date

City Approval:

  
\_\_\_\_\_  
Authorized Signature

6/10/26  
\_\_\_\_\_  
Date

Please return application and/or documentation to:

(Mailing address)

City of Brenham  
Development Services Department  
P.O. Box 1059  
Brenham, Texas 77834-1059

(Physical address)

City of Brenham  
Development Services Department  
200 W. Vulcan Street  
Brenham, Texas 77833



City Council Regular Meeting  
**AGENDA ITEM 14**

**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 18, 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.