NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JULY 16, 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 — Interim City Manager Megan Mainer

3. Service Recognitions:

- **Kelvin Raven – Police Department — 30 Years**

4. Proclamations

- **Scotty's House**
- **National Parks and Recreation Month**

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 18, 2026 and the July 2, 2026 Regular City Council Meetings

6.b. Approve Resolution No. R-26-020 Authorizing the Termination of an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station

6.c. Approve Resolution No. R-26-021 Authorizing the Submission of a Grant Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Equipment for the City of Brenham Fire Department

WORK SESSION

7. Department Update: Tourism and Communications/PR

8. Discussion and Presentation on Proposed Text Amendments to Appendix A - Zoning of the Code of Ordinances Related to:

- **Multifamily Density Requirements in the R-2, Mixed Residential District and in the Downtown Business/Residential Overlay District.**
- **Bufferyards/Landscaping Requirements**

REGULAR SESSION

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

10. Discuss and Possibly Act Upon an Amendment to the Professional Services Agreement Between the City of Brenham and Talex Inc. for Engineering and Design Services Related to the City Hall HVAC Project and Authorize the Mayor to Execute Any Necessary Documentation

11. Discuss and Possibly Act Upon the Award of RFP No. 26-013 Related to the Brenham City Hall RTU-5 (HVAC) Replacement and Authorize the Mayor to Execute Any Necessary Documentation

12. Discuss and Possibly Act Upon Resolution No. R-26-022 Related to the Adoption of Policies and Procedures Applicable to the Expenditure of Funds Allocated to the City of Brenham Pursuant to the American Rescue Plan Act of 2021 (ARPA)

13. Discuss and Possibly Act Upon Resolution No. R-26-023 in Connection with a Grant Agreement (2517BRENM) Related to Various Taxiways, Roadways, and Stormwater Projects at the Brenham Municipal Airport

14. Discuss and Possibly Act Upon the Award of RFQ No. 26-011 Related to Engineering, Design Services, and Construction Administration for the Extension of Aviation Way at the City of Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

15. Discuss and Possibly Act Upon the Purchase of Radios for Public Utilities Departments and Authorize the Mayor to Execute Any Necessary Documentation

16. 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.

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, July 16, 2026, was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, July 10, 2026 at 8:30 a.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, Every child deserves to grow up in a safe, stable, and nurturing home where they are protected and valued. Scotty's House has advocated for this since its founding in 1995; and

WHEREAS, Child abuse and neglect have lasting impacts, making early intervention and support services essential to the well-being of future generations. Scotty's House serves as the Children's Advocacy Center for the seven-county Brazos Valley region, including the City of Brenham and Washington County; and

WHEREAS, Scotty's House is equally committed to preventing abuse through education and community awareness, offering training programs, personal safety education for children, and resources for parents and caregivers to help safely navigate today's world; and

WHEREAS, Scotty's House provides critical services including forensic interviews, family advocacy, forensic medical examinations, and trauma-focused counseling at no cost to the children and families served; and

WHEREAS, In 2025, Scotty's House served more than 1,000 children across the Brazos Valley, providing hope, healing, and support to children and families during some of the most difficult moments of their lives; and

WHEREAS, The City of Brenham recognizes the dedicated staff, volunteers, community partners, and supporters of Scotty's House, whose tireless efforts help protect vulnerable children and strengthen families throughout our region;

NOW, THEREFORE, I, Atwood Kenjura, Mayor of the City of Brenham, do hereby proclaim Thursday, July 16, 2026, as

Celebrating Scotty's House Day

Atwood C. Kenjura
Mayor

PROCLAMATION

WHEREAS, Parks and recreation programs are an integral part of communities throughout this country, including Brenham, Texas; and

WHEREAS, Parks and recreation are vitally important to establishing and maintaining the quality of life in communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region. Not only do parks and recreation programs build healthy, active communities that aid in prevention of chronic disease, they also provide therapeutic recreation services for those who are mentally or physically disabled, and help boost mental and emotional health; and

WHEREAS, Parks and natural recreation areas offer an array of benefits that include: improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, The City of Brenham recognizes the benefits derived from parks and recreation resources and is proud to offer residents more than 280 acres of parkland, both developed and undeveloped. These spaces are fundamental to the environmental aspect of our community and offers a place for adults and children to enjoy nature and recreate outdoors; and

WHEREAS, Locals and visitors enjoy Brenham's parks and recreation programs and facilities that are also full of historic value and tradition; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

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

Parks and Recreation Month

Atwood C. Kenjura
Mayor

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, June 18, 2026 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

None

City of Brenham Staff Present:

City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Chief Financial Officer Julie Flagg, Fire Chief Mark Donovan, Police Chief Gary Boshears, Development Services Director Stephanie Doland, Gabriela Trejo, David Cella, Ande Bostain, Mark Pierce, Sara Hill, Shauna Laauwe, David Doelitsch, Allen Jacobs, and Tammy Jaster.

Citizens/Others Present:

Doug Marino, Brian Frazier, Allen McBride, Diek Jones, Ryan Goerlitz, Steve Sefcik, Chelsea Bowie, Jeremy Bowie, Craig Adams, Hugh Jackson, and Kevin Mitsche.

Media Present:

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

1. **Call Meeting to Order**

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

3. **Service Recognitions:**

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- **Vincent Estrada — Gas Department — 10 Years**

4. Proclamations

- **Camp For All**

5. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

6. Statutory Consent Agenda

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

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Consent Agenda Item 6.a.

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

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

No: None

Absent: None

WORK SESSION

7. Discussion and Presentation of the Proposed Design and Aesthetics of the US 290 at SH 36 Interchange Project

Stephanie Doland, Director of Development Services, presented this item. Doland introduced Dog Marino, Director of Transportation and Planning and Development for TXDOT. Marino presented the following information on the US 290 at SH 36 Interchange from FM 389 (Prairie Lea) to CR 49 (Windy Acres Rd.)

- Project Overview:
  - 3.25 miles

DRAFT

  - $361 Million
  - Contract award in June 2028
  - 59 of 85 parcels in possession
- US290/SH36 Interchange and Berlin Road Improvements
- Typical Bridge/Roadway Sections
- Aesthetics
- Landscaping

8. Discussion and Presentation of Second Quarter FY2025-26 Financial Reports

Julie Flagg, Chief Financial Officer, presented this item. Flagg stated the financial performance for the second quarter financial report ending March 31, 2026, is as follows:

- The General Fund posted new revenue of $4,882,361.00 compared to the budgeted net revenue of $3,078,962. Second quarter expenditures were favorable at 93.9% of the budget amount.
- The Electric Distribution Fund posted net revenues of $230,989, which was $371,612 greater than the budgeted net loss of $140,623.
- Gas Distribution Fund posted an 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.
- Water Fund posted net revenues of $140,211, which was $263,963 better than the budgeted net loss of $123,752.
- Wastewater Fund posted net revenues of $415,000, which was $161,238 higher than the budgeted net loss of $160,823.
- Sanitation Fund posted second quarter net revenues of $249,912, which was favorable compared to the budgeted net revenues of 239,401.
- The Drainage Fund posted net revenues of $90,390, which was lower than budgeted net revenues of $167,806.

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The second quarter of FY2025-26, the City experienced favorable performance in five of seven funds, with the Gas Fund missing their budgeted net revenue due to decreased billings and the Drainage Fund missing their budgeted net revenue due to the timing of in-house concrete work.

9. Department Update: Development Services

Stephanie Doland, Director of Development Services, presented the following department update:

- Department Organization
- Goals and Objectives

- Historical Permit Information (Commercial and Residential)
- New Construction (Commercial and Residential)
- Update on Boards and Committees
- Code Compliance Information
- Health and Sanitation Update
- Department Key Priorities

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)

Stephanie Doland, Director of Development Services, presented this item. Doland stated that this item is the second and final reading of an Ordinance 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. Doland explained that during the May 4, 2026 City Council meeting, the Ordinance was approved on first reading with the following amendments, which have all been made for the second reading and final approval:

- 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 motion was made by Councilmember Cook and seconded by Councilmember LaRoche to approve 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

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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).

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

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

No: None

Absent: None

11. Discuss and Possibly Act Upon 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

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Mark Donovan, Fire Chief, presented this item. Donovan stated that the Brenham Fire Department is seeking 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.

Donovan explained that 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. Donovan explained that the City has already purchased the monitors so acceptance of the grant would reimburse the City.

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

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

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

Soman, Councilmember Wright

No: None

Absent: None

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

Stephanie Doland, Director of Development Services, presented this item. Doland stated that 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. Doland stated that 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. Evaluations were totaled in early May and Brenham Aero Tech received 445 points total or (89%). Aviators Plus/Tritan Air received 375 points (75%).

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Doland explained that Brenham Aero Tech proposed a flight training operation based out of the hangar 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.

Doland explained that Brenham Aero Tech's proposal aligns with the objectives outlined in the Brenham Municipal Airport Master Plan. They are also committed to operating responsibility and consistently with existing tenants, Brenham Municipal Airport Minimum Standards, and Texas Department of Transportation and the Federal Aviation Administration regulations. Doland stated that the initial lease 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.

City Attorney Cary Bovey noted there was one minor correction needed in the agreement in Section 8. The language "quarterly" in subsection 7 needs to be corrected to read "annually".

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award RFP No. 26-010 related to the city-owned hangar lease to Brenham Areo Tech, with the change as recommended by the City Attorney, and authorize the Mayor to execute any necessary documentation.

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

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

No: None

Absent: None

13. Administrative/Elected Officials Report

City Secretary Jeana Bellinger, reported the following:

- City facilities will be closed for the Juneteenth Holiday; however, the Aquatics Center will be open from 1:00 to 5:00.
- Juneteenth Parade is on Saturday, June 20th at 10:30 a.m.
- The Advisory Board appreciation dinner on June 25, 2026, at 5:30 p.m. at Morris Hall.

City Council adjourned in Executive Session at 2:50 p.m.

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

Executive Session adjourned at 4:08 p.m.

ADJOURN

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Atwood C. Kenjura
Mayor

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Gabriela Trejo
Deputy City Secretary

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Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, July 2, 2026 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Mayor Atwood Kenjura

City of Brenham Staff Present:

Interim City Manager Megan Mainer, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Director of Gas and Utilities Shawn Bolenbarr, Director of Water and Wastewater Jerry Saldivar, Director of Finance Stacy Hardy, Chief Financial Officer Julie Flagg, Police Chief Gary Boshears, Economic & Community Development Director Teresa Rosales, Gabriela Trejo,

Citizens/Others Present:

None

Media Present:

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

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1. Call Meeting to Order

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

3. Citizen Comments

Lea Daphne addressed the Council about her concerns about safety in Brenham.

CONSENT AGENDA

4. Statutory Consent Agenda

4.a. Approve the Minutes from the June 4, 2026 Regular City Council Meeting

A motion was made by Councilmember Soman and seconded by Councilmember Saunders to approve Consent Agenda Item 4.a.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

DRAFT

REGULAR SESSION

5. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. for Engineering Services Related to the Raw Water Intake Pumping Station Rehabilitation (Project No. 63C-25C) and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr stated that the City of Brenham wishes to enter into a Professional Service Agreement with Strand Associates, Inc., for engineering services related to the Raw Water Intake Pumping Station Rehabilitation (Project No. 63C-25C). Bolenbarr stated that this agreement will consist of design, bidding and construction related services in an amount not to exceed $300,000.00.

A motion was made by Councilmember Cook and seconded by Councilmember Soman to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. for engineering services related to the Raw Water Intake Pumping Station Rehabilitation (Project No. 63C-25C) in an amount not to exceed $300,000.00 and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

6. Discuss and Possibly Act Upon the Award of Bid Related to the Highway 105 Lift Station Improvements (Project No. 66C-20C) and Authorize the Mayor to Execute Any Necessary Documentation

Shawn Bolenbarr, Director of Municipal Gas & Utility Services, presented this item. Bolenbarr stated that on June 9, 2026, the City of Brenham opened bids for the Highway 105 Lift Station Improvements (Project No. 66C-20C). He explained that a total of seven (7) bids were received, ranging from $2,489,290.00 to $4,266,000.00 and Doughtie Construction Co., Inc. submitted the lowest bid at $2,489,290.00.

A motion was made by Councilmember Soman and seconded by Councilmember Wright to award the bid related to the Highway 105 Lift Station Improvements (Project No. 66C-20C) to Doughtie Construction Co., Inc., in the amount of $2,489,290.00, and authorize the Mayor to execute any necessary documentation.

Mayor Pro Tem Kolby called for a vote. The motion passed with Council voting as follows:

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

No: None

Absent: Mayor Kenjura

7. Administrative/Elected Officials Report

Interim City Manager Megan Mainer, reported the following:

- Fourth of July Celebration: Stars Over Washington County at the Expo Center this Saturday, July 4th at 6 p.m.

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ADJOURN

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Clint Kolby
Mayor Pro Tem

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Jeana Bellinger, TRMC, CMC
City Secretary

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City of BRENHAM

City Council Regular Meeting

AGENDA ITEM 6.b

Agenda Item: **Approve Resolution No. R-26-020 Authorizing the Termination of an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station**

Meeting Date: July 16, 2026

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

Upon review of several interlocal agreements between the City and Washington County, it was discovered that an old agreement for sanitation services at the citizens collection station had not been terminated.

The agreement was approved in December 2018 and ended in March 2020 when the City outsourced sanitation services to Brannon Industrial Group. This Resolution is the housekeeping item to formally terminate this old 2018 agreement.

ATTACHMENTS:

1. Resolution No. R-26-020
2. 2018 Agreement for Sanitation Services

FUNDING SOURCE:

This item has no fiscal impact.

RECOMMENDATION:

Approve Resolution No. R-26-020 authorizing the termination of an Interlocal Agreement between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station.

RESOLUTION NO. R-26-020

A RESOLUTION PROVIDING FOR THE TERMINATION OF THE INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF BRENHAM FOR SANITATION SERVICES AT THE CITIZEN'S COLLECTION STATION

WHEREAS, on February 2, 2018 the City of Brenham and Washington County entered into an agreement entitled "Interlocal Agreement Between The City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station" ("Interlocal Agreement") for the disposal of non-compactible waste and brush, said Interlocal Agreement being attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes; and

WHEREAS, the City agreed to operate a collection station with access to the public for disposal of non-compactible waste and brush; and

WHEREAS, the County agreed to pay the City for waste or brush delivered to the Station by County departments or work crews and to provide jail inmates, community service or other workers to assist the City at the collection station for annual Spring Clean-Up Days; and

WHEREAS, the Interlocal Agreement has been inactive since 2020; and

WHEREAS, the services provided by the City at the collection station have been contracted to Brannon Industrial Group (BIG) and both the City and County have their own agreement with BIG; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the existing "Interlocal Agreement Between The City of Brenham and Washington County For Sanitation Services at the Citizen's Collection Station" attached hereto as Exhibit "A" be terminated as authorized by Section 5.0 of said Interlocal Agreement, requesting that the County waive the 60-day notice period, and the Mayor is hereby authorized to execute any necessary documentation related to said termination.

PASSED AND APPROVED on this the 16 day of July, 2026.

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY FOR SANITATION SERVICES AT THE CITIZENS' COLLECTION STATION

WHEREAS, this Interlocal Agreement ("Agreement") is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as "City" and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County"; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to use the City's Citizens' Collection Station, hereinafter referred to as "Station", in the manner established in this Agreement; and

WHEREAS, the Station is a business unit within the City's Sanitation Department with certain operational and capital costs that are funded by the citizens' use of the Station; and

WHEREAS, the disposal of non-compactible waste and brush are two of the services provided at the Station; and

WHEREAS, the rates for Station services, including but not limited to the disposal of non-compactible waste and brush, shall be adopted by Ordinance of the Brenham City Council; and

WHEREAS, City and County are authorized to enter into this Agreement in all respects as provided in Chapter 791 of the Texas Local Government Code; and;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Services

1.01 The City agrees to the following:

a. To operate, staff, and maintain the Station; and

b. To establish collection station rates that cover all the costs associated with the operation and maintenance of the Station, including but not limited to any capital equipment needs, and provide for adequate reserve funds for the facility; and

c. Notify the County in writing of any rate changes on or before May 1, to allow the County sufficient time to plan for the rate changes in the County's budget process; and

d. To host two (2) annual three-day "Spring Clean-Up" events, one event will be limited to City of Brenham residents, and one event will be limited to County residents situated outside of the corporate limits of the City of Brenham. Disposal charges for the first 500 lbs. of debris/material per household will be waived for each event. Disposal of any debris/material in excess of 500 lbs. will be charged at the full rate in effect at the time of the event.

1.02 The County agrees to the following:

a. To pay the City for the disposal of any non-compactible waste or brush delivered to the Station by County departments or work crews in accordance with the provisions of this Agreement; and

b. To provide jail inmates, community service or other workers, as requested by the City, to assist the City at the Station for both the City and County annual three-day "Spring Clean-Up" events.

2.0 Purpose

The purpose of this Agreement is to make non-compactible waste and brush collection services available to all City and County residents.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning Feb. 2, 2018, and shall remain in effect until December 31, 2018 ("Initial Term"). This Agreement shall automatically renew annually for a one (1) year period ("Renewal Term") on January 1st of each subsequent year. Either Party may terminate this Agreement at any time, with or without cause, by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the date of termination. Notwithstanding any other provision herein, if both parties hereto agree to terminate this Agreement with less than the required sixty (60) days' notice, said sixty (60) day notification period may be waived. Notice shall be provided pursuant to the terms set forth in Section 8.0. Ownership of all property acquired and improvements made under this Agreement shall be retained by the City of Brenham.

6.0 Payment

An itemized invoice of charges incurred by the County under this Agreement, based on Station rates set by the City Council in its sole discretion, shall be provided to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County's receipt of said invoice. Charges shall be invoiced in accordance with the rates in effect at the time the services are provided to the County.

7.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address for notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

9.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

14.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 2nd day of February, 2018.

CITY OF BRENHAM	**WASHINGTON COUNTY**
Milton Y. Tate, Jr. Milton Y. Tate, Jr. Mayor	John Brieden County Judge
ATTEST:	
Jeana Bellinger, TRMC, CMC City Secretary	Beth Rothermel Beth Rothermel County Clerk

City Council Regular Meeting

AGENDA ITEM 6.c

Agenda Item: **Approve Resolution No. R-26-021 Authorizing the Submission of a Grant Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Equipment for the City of Brenham Fire Department**

Meeting Date: July 16, 2026

Department: Fire

Staff Contact: Mark Donovan, Fire Chief

SUMMARY STATEMENT:

The Brenham Fire Department is seeking Mayor and Council's approval to accept Resolution No. R-26-021 Authorizing the Submission of a Grant through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the purchase of two (2) high-pressure airbag kits with accessories and one (1) battery powered combination extrication tool for the City of Brenham Fire Department.

Currently, the fire department is utilizing a set of Paratech high-lift airbags on Rescue 2. High-lift airbags provide critical advantages in auto extrication, particularly when dealing with large vehicles or objects requiring significant elevation. Some of the advantages include the following:

- **Significant Lifting Height:** These bags are specifically designed for high-lift requirements, capable of raising objects several feet (e.g., up to 6 feet), which is far beyond the capability of standard high-pressure airbags.
- **Constant Lifting Force:** Unlike standard "pillow-shaped" high-pressure bags that lose lifting power as they inflate, high-lift bags maintain a constant lifting force throughout the entire lift because the top plate area remains fully utilized.
- **Superior Stability:** Many modern high-lift systems maintain a wide, flat contact area even at full height, preventing the "ballooning" effect that makes traditional bags unstable.
- **Gentle Lifting for Fragile Structures:** Operating at lower pressures (typically 7–15 psi), these bags spread the load over a larger surface area. This reduces the pressure exerted on the vehicle's body, making them ideal for lifting non-reinforced broad surfaces on trucks, vans, or light aircraft without causing additional structural damage.
- **Versatile Rescue Applications:** They are highly effective for stabilizing overturned vehicles, up-righting trucks, and performing "load shifts" in areas where traditional hydraulic equipment cannot fit or reach.
- **Enhanced Safety and Control:** Systems like the Paratech MultiForce use dual chambers and remote placement kits to allow rescuers to lift heavy loads (up to 31 tons) while remaining at a safe distance from the vehicle.

Under NFPA 1936, Standard on Rescue Tools, 2020 edition, section 6.2.1.3 states that all airbags must have a label present on each bag that indicates the month and year of expiration, which should be no greater than 15 years after the date of manufacture. The current airbags on Rescue 2 have a manufacture date of 08/2012. Following NFPA 1936, the airbags will need to be removed from service no later than 08/2027. The current lead time on replacement bags is 8 – 10 months per the manufacturer. Due to the approaching expiration date, the fire department is seeking grant funding for replacement airbags.

With the delivery of the new Ladder 1 slated for February 2027, the current fire department administration focuses on increasing the ladder truck's capabilities to perform auto extrication in the city limits or ETJ in lieu of Rescue 2 when it is committed to another emergency assignment. Adding the capabilities of airbags to the arsenal of auto extrication rescue equipment is a must. Airbags offer superior heavy-lifting capabilities for rescue, with lifting capacities up to 106 tons, high-strength Kevlar/aramid reinforcement, and an extremely thin profile (under 1 inch) for insertion into tight spaces.

With the purchase of these airbags for the new Ladder 1, comes interoperability with the airbags currently on Rescue 2. This can be a great benefit in the event of a rescue that requires more airbags than what is carried on one specific apparatus, further expanding the fire department's capabilities. Additionally, adding a new control kit allows both Ladder 1 and Rescue 2 to each have a primary control kit for airbag operation, with one reserve kit on Rescue 2 that can become available if needed at an emergency scene, or if one of the primary kits is out of service for maintenance or repairs.

Ladder 2 is the only fire department apparatus that does not have the capabilities to perform auto extrication tasks. Adding a battery-powered combination extrication tool to the apparatus' inventory fulfills this capability shortfall. This allows the crew to provide minimum capabilities in the event that Ladder 2 is returning from an emergency and is immediately dispatched to an auto extrication emergency.

ATTACHMENTS:

1. Resolution No. R-26-021

FUNDING SOURCE:

Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA)

RECOMMENDATION:

Approve Resolution No. R-26-021 Authorizing the Submission of a Grant Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Equipment for the City of Brenham Fire Department.

RESOLUTION NO. R-26-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM OF THE LOWER COLORADO RIVER AUTHORITY FOR THE PURCHASE OF REPLACEMENT HIGH-PRESSURE AIRBAGS AND A BATTERY-POWERED COMBINATION EXTRICATION TOOL

WHEREAS, the Lower Colorado River Authority (LCRA) is soliciting applications for grants through LCRA's Community Development Partnership Program (CDPP); and

WHEREAS, the Brenham Fire Department is in need of replacement high-pressure airbags and a battery-powered extrication tool for the purpose of assisting with vehicle extrication and technical rescue emergencies; and

WHEREAS, the Brenham Fire Department wishes to apply for a CDPP grant in the amount of $50,000.00 to purchase high-pressure airbags and a battery powered combination extrication tool; and

WHEREAS, if awarded, the grant will provide funds for the purchase of two (2) high-pressure airbag kits with accessories and one (1) battery-powered combination extrication tool; and

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

1. That the City Council hereby authorizes the Brenham Fire Department staff to submit a grant application to the Lower Colorado River Authority (LCRA) for the Community Development Partnership Program (CDPP), for the purpose of purchasing of two (2) high-pressure airbag kits with accessories and one (1) battery-powered combination extrication tool.
2. That the City Council agrees to provide applicable matching funds, if any, as required by the LCRA.
3. That the City Council agrees that in the event of loss or misuse of any grant funds awarded by the LCRA through the CDPP, the City Council assures that the funds will be returned to the LCRA in full.
4. The City Council designates the Mayor and/or Assistant Chief of the Fire Department as the grantee's authorized official(s). The authorized official(s) is/are given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Brenham, Texas.

PASSED AND APPROVED on this the 16th day of July, 2026.

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

City Council Regular Meeting

AGENDA ITEM 7

Agenda Item: **Department Update: Tourism and Communications/PR**

Meeting Date: July 16, 2026

Department: Tourism & Marketing

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

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

- Tourism
- Communication and Public Relations

ATTACHMENTS:

1. Presentation

RECOMMENDATION:

No action required — discussion only.

Tourism Department

Departmental Update
July 16, 2026

Visit BRENHAM
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Tourism Department Report

1

Departmental Overview

The Tourism & Marketing department is comprised of two organizations: Visit Brenham and The Barnhill Center. Both are funded by the City's Hotel Occupancy Tax (HOT) and other revenue generated by The Barnhill Center and Visit Brenham.

Visit Brenham (visitbrenhamtexas.com) is the official Destination Marketing Organization (DMO) for Brenham and Washington County. Its mission is to attract visitors and encourage overnight stays by highlighting all our area has to offer, including history, shopping, dining and more. Marketing efforts include a variety of promotional strategies, exceptional service at the Visitor Center, and participation in events and tradeshows. By promoting the area for leisure travel, weddings, and meetings, the DMO helps strengthen our community through economic growth.

The Barnhill Center (thebarnhillcenter.com) built in 1925 and designed by famed Texas architect Alfred C. Finn, has been a Brenham landmark for a century. After years of decline, the theatre was purchased in 2003 by the non-profit Brenham Main Street Historical Preservation, Inc. (BMSHP), which led extensive restoration effort with reopening in 2015. In 2023, the BMSHP transferred The Barnhill Center to The City of Brenham, which now manages operations. Today, The Barnhill Center offers historic charm with modern amenities, flexible event spaces, and a central location.

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Tourism Department Report

2

Key Goals & Objectives

The Historic Past Bold Future 2040 Comprehensive Plan adopted in 2019 has outlined the following goals for the Tourism Department:

• Boost local spending and tax revenue by attracting more visitors and encouraging longer stays through targeted marketing, diversified events and strategic partnerships;

• Increase visibility and bookings for Brenham and The Barnhill Center via marketing, expos, social media, magazines, and collaborations that promote leisure travel, weddings, meetings and special events;

• Reduce seasonality and broaden tourism appeal by promoting events and attractions that sustain steady visitor traffic throughout the year; and

• Promote the Barnhill Center as both a historic landmark and a flexible venue.

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Tourism Department Report

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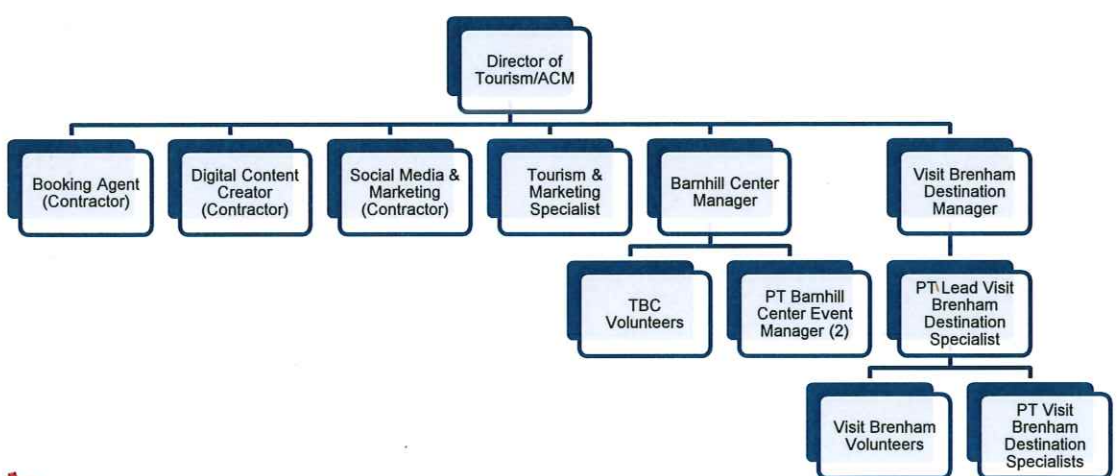
Departmental Organization



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Tourism Department Report

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Visitor Center Operations

	FY21	FY22	FY23	FY24	FY25	FY26 TARGET
	10/01/2020-09/30/2021	10/01/2021-09/30/2022	10/01/2022-09/30/2023	10/01/2023-09/30/2024	10/01/2024-09/30/2025	
Facebook Followers	20,013	21,615	23,444	26,376	33,237	36,000
Instagram Followers	7,452	8,530	10,251	14,115	15,681	17,000
Monthly Newsletter Subscribers	8,754	10,300	10,648	12,235	14,539	16,000
Website Views	no data	no data	891,323	912,719	1,633,070	2,000,000
Visitor Center Walk-Ins	5,370	5,829	6,138	4,984	6,352	5,500
Visitor Center Calls	1,427	1,191	1,659	1,864	1,768	1,800
Fire Museum Visitation (staffed by VB and volunteers)	no data	no data	2,372	3,662	3,848	4,040

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Tourism Department Report

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The Barnhill Center Operations

	FY21	FY22	FY23	FY24	FY25	FY26 TARGET
	10/01/2020-09/30/2021	10/01/2021-09/30/2022	10/01/2022-09/30/2023	10/01/2023-09/30/2024	10/01/2024-09/30/2025	
Facebook Followers	no data	no data	no data	no data	3,245	3,700
Instagram Followers	no data	no data	no data	no data	1,273	1,500
Number of Tickets Sold	2,149	4,143	5,088	4,999	4,185	4,500
Total Sales	$126,370.50	$244,082.67	$336,021.25	$344,853.00	$311,314.25	$330,000.00
Booked Events	55	93	97	108	106	115
Payments for Booked Events	$45,648.05	$69,336.02	$88,863.61	$79,833.71	$86,868.61	$90,000.00
E-Newsletter Subscribers	no data	no data	4,725	4,932	5,359	5,859
Website Views	no data	9,304	94,560	123,258	90,437	95,000
Season Ticket Packages Sold	59	47	75	81	84	90

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Tourism Department Report

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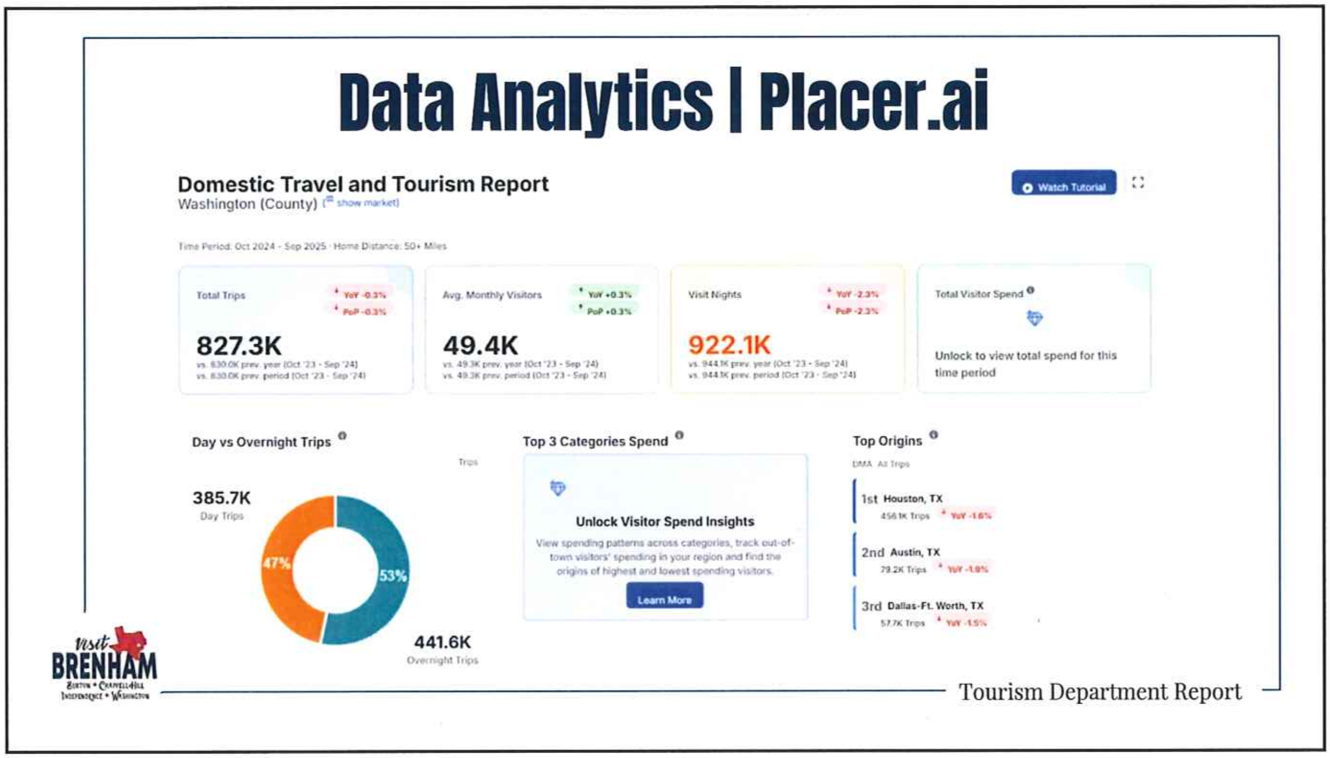
Data Analytics | Placer.ai
Domestic Travel and Tourism Report
Washington (County)
show market
Watch Tutorial
Time Period: Oct 2024 - Sep 2025 · Home Distance: 50+ Miles
Total Trips
YoY -0.3%
PoP -0.3%
827.3K
Avg. Monthly Visitors
YoY +0.3%
PoP +0.3%
49.4K
Visit Nights
YoY -2.3%
PoP -2.3%
922.1K
Total Visitor Spend
Unlock to view total spend for this time period
Day vs Overnight Trips
385.7K
Day Trips
47%
53%
441.6K
Overnight Trips
Top 3 Categories Spend
Unlock Visitor Spend Insights
View spending patterns across categories, track out-of-town visitors' spending in your region and find the origins of highest and lowest spending visitors.
Learn More
Top Origins
1st Houston, TX
2nd Austin, TX
3rd Dallas-Ft. Worth, TX
Visit BRENHAM
Tourism Department Report

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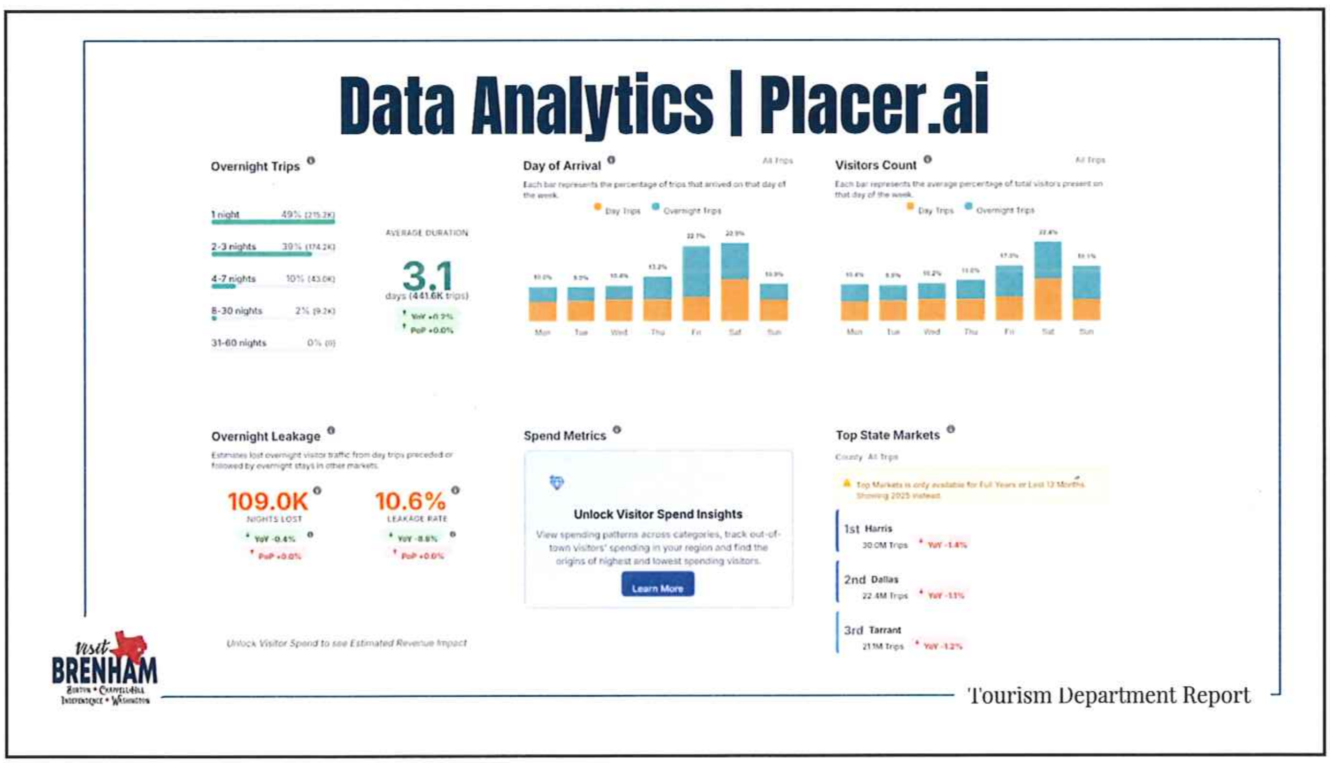
Data Analytics | Placer.ai
Overnight Trips
1 night
2-3 nights
4-7 nights
8-30 nights
31-60 nights
AVERAGE DURATION
3.1
days (441.6K trips)
Day of Arrival
Day Trips
Overnight Trips
Visitors Count
Overnight Leakage
109.0K
NIGHTS LOST
10.6%
LEAKAGE RATE
Spend Metrics
Unlock Visitor Spend Insights
View spending patterns across categories, track out-of-town visitors' spending in your region and find the origins of highest and lowest spending visitors.
Learn More
Top State Markets
1st Harris
2nd Dallas
3rd Tarrant
Unlock Visitor Spend to see Estimated Revenue Impact
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Tourism Department Report

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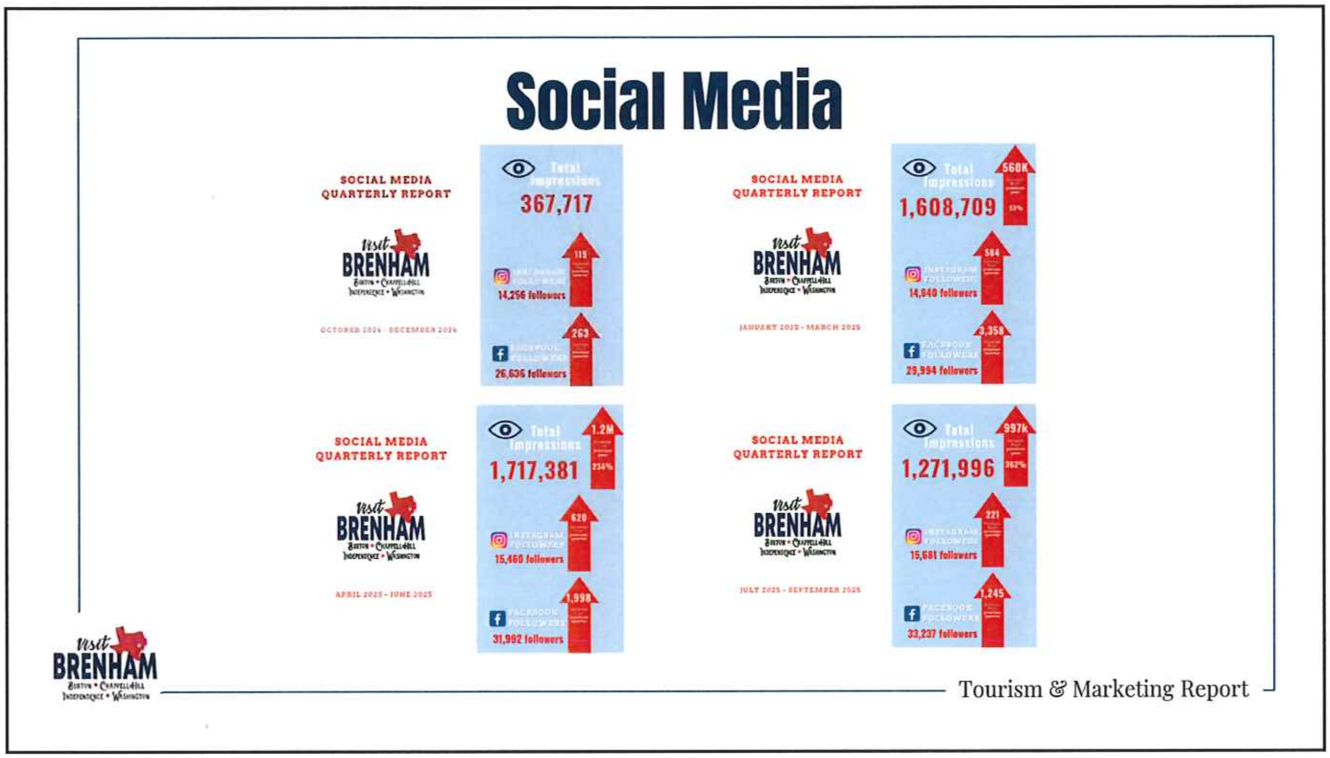
Social Media
SOCIAL MEDIA QUARTERLY REPORT
Visit BRENHAM
OCTOBER 2024 - DECEMBER 2024
Total Impressions
367,717
115
14,256 followers
263
26,636 followers
SOCIAL MEDIA QUARTERLY REPORT
JANUARY 2025 - MARCH 2025
Total Impressions
1,608,709
560K
584
14,840 followers
3,358
29,994 followers
SOCIAL MEDIA QUARTERLY REPORT
APRIL 2025 - JUNE 2025
Total Impressions
1,717,381
1.2M
234%
620
INSTAGRAM FOLLOWERS
15,460 followers
1,998
FACEBOOK FOLLOWERS
31,992 followers
SOCIAL MEDIA QUARTERLY REPORT
JULY 2025 - SEPTEMBER 2025
Total Impressions
1,271,996
997k
221
INSTAGRAM FOLLOWERS
15,681 followers
1,245
FACEBOOK FOLLOWERS
33,237 followers
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Tourism & Marketing Report

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Social Media
SOCIAL MEDIA QUARTERLY REPORT
Visit BRENHAM
FACEBOOK
Most Popular Post
SOCIAL MEDIA QUARTERLY REPORT
FACEBOOK
Most Popular Post
4,165 Shares
SOCIAL MEDIA QUARTERLY REPORT
FACEBOOK
Most Popular Post
SOCIAL MEDIA QUARTERLY REPORT
FACEBOOK
Most Popular Post
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Tourism & Marketing Report

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Social Media

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Tourism & Marketing Report

11

Digital Marketing

MADDEN

PERFORMANCE AT A GLANCE

Paid Digital Overview FY 2025: Oct 24 - Sept 25

Quarter	SEM	Program Display Ads	Google Video	Meta Prospecting	Meta Video	Quarterly Totals
Q1 Oct-Dec						
Impressions	49,244	334,395	79,120	NA	450,904	913,663
Clicks	9022	1406	51	NA	91	10,570
Q2 Jan-Mar						
Impressions	106,291	1,044,031	94,410	NA	609,759	1,854,491
Clicks	17,612	4391	88	NA	176	22,267
Q3 Apr-June						
Impressions	140,690	945,122	108,938	898,528	1,156,184	3,249,462
Clicks	20,088	4461	109	21,288	204	46,150
Q4 July-Sept						
Impressions	123,047	705,324	NA	369,790	751,132	1,949,293
Clicks	13,621	4401	NA	6075	102	24,199

Yearly Totals:
Impressions - 7,966,909
Clicks - 103,186

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Tourism Department Report

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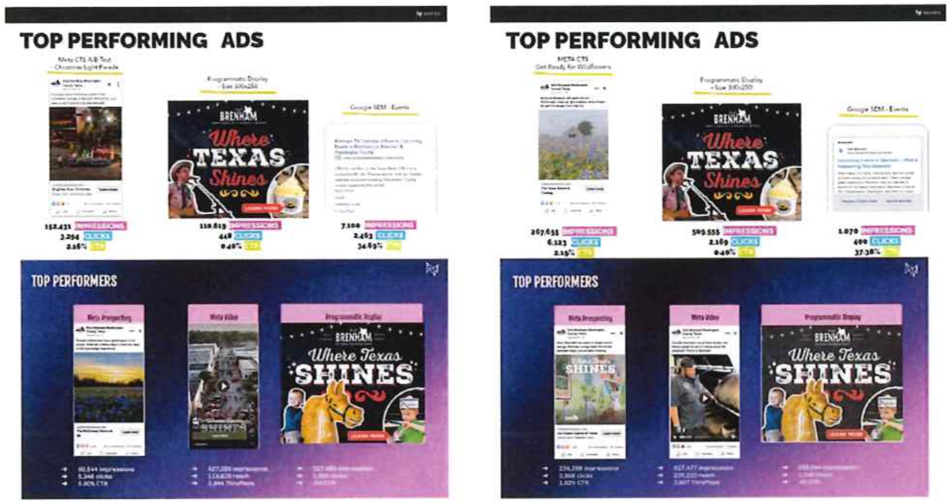
Digital Marketing



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Tourism Department Report

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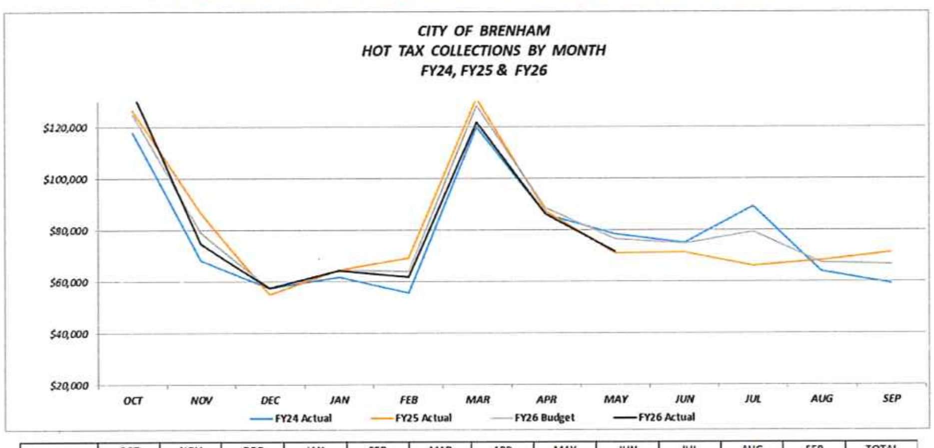
Fund 109 HOT Collections



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
FY24 Actual	117,864	68,119	57,275	61,752	55,632	119,791	86,003	78,341	74,881	89,144	63,686	59,271	931,759
FY25 Actual	126,260	86,471	54,762	64,573	69,122	131,001	87,185	71,059	71,312	65,876	68,099	71,135	966,853
FY26 Budget	124,722	78,980	57,239	64,539	63,737	128,130	88,482	76,328	74,690	79,199	67,329	66,624	970,000
FY26 Actual	**133,591**	**74,582**	**57,488**	**64,217**	**61,663**	**121,778**	**86,007**	**71,624**					**670,951**

Visit BRENHAM
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Tourism Department Report

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Visit Brenham & Visitor Center Projects

Completed
- Updated Tourism ILA
- Instituted Visitor Center Daily Deposits and IDSS Event Listings policies
- Developed new itineraries for visitors
- Distributed 64,678 Visitor Guides to date
- Provided 1,181 welcome bags for 25 groups
- Provided nine group tours year to date
- Established an Ice Cream Capital of Texas (ICCT) logo & brand guide– *will be revisited*
- Developed a licensing agreement for use of the ICCT logo
- Hosted two familiarization tours/press trips for Travel Texas and Texas Independence Trail
- Held Tourism Partner Awards
- Published 13 blog posts to date
- Opened the Fire Museum on Fridays
- Updated Visitor Center visitor survey

Ongoing
- Collaborating with wedding venues for joint marketing and venue awareness including a video clip, updated wedding guide, new wedding blogs for online content, and targeted digital marketing proposal for future county HOT grant submission
- Updating the Texas Music Friendly MOU
- Developing a database of Texas Society of Association Executives, club, and special interest groups for targeted workshop and conference recruitment
- Developing routine Placer.ai reporting for hoteliers
- Developing a Local Charm tour program
- Developing Tourism Partner welcome packets
- Partner workshops: Placer.ai Analytics and Organic Online Presence
- Developing FY27 print and digital marketing strategy
- Assessing and ensuring all marketing messaging is cohesive across all platforms including digital, print, collateral materials, and electronic
- Establishing a partnership with Texas Arts & Music Festival for mural QR codes
- Developing Visitor Center SOPs and staff training
- Assessing and addressing website content optimization
- Ongoing blog development

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Tourism Department Report

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The Barnhill Center Projects

Completed
- Developed The Barnhill Center Advisory Board and established a Venue Preservation Committee, Strategic Planning Committee, and Programming Committee
- Developed an ad and partnership program for The Barnhill Center entertainment series
- Submitted Recorded Texas Historical Landmark application for The Barnhill Center at the Historic Simon Theatre
- Executed a PSA with Cocktails4U for alcohol and concessionaire services at concerts, programs, and events.
- Held four speaker events including WOB, Alice Gonzalez Yates, Dr. James Allison, & Coach Willie Fritz
- Completed install of final phase of security cameras in building
- Completed roof replacement
- Updated The Barnhill Center Rental Contract
- The Barnhill Center Celebrated 100 in November 2025 and staff reopened the Century of Simon exhibit and also published a Century of Simon book
- Successfully hosted 92 events with payments totaling at just under $93,000

Ongoing
- Finalizing 2027 Season of Entertainment with help of TBC Booking Agent
- Determining structure of 2027 Season Ticket offerings
- Ongoing management of TBC concert events
- Update TBC fee schedule
- Coordinating ongoing facility rental support from initial contact to post-event reporting
- Working with Upchurch Architects for a Facility Site Assessment
- In communication with the College of Architecture at Texas A&M University regarding urn restoration
- Updating the 2004 Simon Center Business Plan Restoration & Operation Plan

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Tourism Department Report

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Tourism Department

Questions

Tourism Department Report

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Communications & PR Department

Departmental Update
July 16, 2026

Communications & PR Department Report

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Departmental Overview

The Communications and Public Relations Department oversees promotion and marketing of the City of Brenham, while also educating and informing citizens, visitors and employees on City programs and activities. In emergencies, the department also acts as the Public Information Officer.

Through public relations, the department helps build trust and credibility with citizens, employees and other important groups to the City. Public relations use various methods to influence public perception, such as press outreach, event publicity, newsletters, website updates, social media, and town hall meetings.

City of BRENHAM

Communications & PR Department Report

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Key Goals & Objectives

The Historic Past Bold Future 2040 Comprehensive Plan adopted in 2019 has outlined the following goals for the Communication and Public Relations Department:

• Build and sustain relationships with residents, community & city employees;

• Provide timely, accurate, and consistent communications to the community via websites, news outlets, and social media platforms;

• Increase corporate sponsorships, donations and grant funding; and

• Act as liaison between the City and the media.

City of BRENHAM

Communications & PR Department Report

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Departmental Organization

City of BRENHAM

Communications & PR Department Report

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Communication & PR Performance Measures

	FY25	FY26 TARGET	YTD
Website views - www.cityofbrenham.com	586,176	625,000	186,926
Number of City of Brenham press releases issued	71	50	41
Number of City of Brenham social media releases issued	148	175	207
Number of City of Brenham social media followers	7,400	8,500	9,500

City of BRENHAM

Communications & PR Department Report

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Communication & PR Projects

Completed
- Created an employee list in SharePoint that updates from Entra nightly
- Worked with IT to migrate our internal web server from 2016 to 2025
- Worked with GIS to clean up basemap duplicates
- Live-streamed the Fire Station 2 grand opening
- Worked on photo library, naming faces, removing duplicates, and culling photos
- Went live with the On Call Duty Roster project for Washington County 911 Dispatch
- Worked with IT to correct information in Active Directory
- Created and set up land lease reporting forms for the Airport
- Created graphic and publishing options for restaurant report cards for Development Services
- Completed on-call scheduler for utilities and emergency communications

Ongoing
- Actively and continually working with all departments for Press Releases, Notifications, and Social Media projects
- Work with the Mayor in assisting with presentations
- Developing content and working with the contractor on accessibility compliance for all digital means
- Website maintenance - Started investigating DNS request increases on cityofbrenham.org
- Create all outgoing information and graphics for groundbreakings, grand openings, etc.

City of BRENHAM

Communications & PR Department Report

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Communications & PR Department

Questions

City of BRENHAM

Communications & PR Department Report

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City of BRENHAM

City Council Regular Meeting
AGENDA ITEM 8

Agenda Item: **Discussion and Presentation on Proposed Text Amendments to Appendix A - Zoning of the Code of Ordinances Related to:**

- **Multifamily Density Requirements in the R-2, Mixed Residential District and in the Downtown Business/Residential Overlay District.**
- **Bufferyards/Landscaping Requirements**

Meeting Date: July 16, 2026

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner

SUMMARY STATEMENT:

The Development Services Department is seeking discussion and direction on possible amendments to the Code of Ordinances, Appendix A – Zoning. During the Work Session, Staff will outline each of the subject areas for direction from City Council for future ordinance amendments.The proposed text amendments to be discussed are:

- R-2, Mixed Residential District and DBROD, Downtown Business/Residential Overlay District: Clarifying the minimum area lot requirements for multifamily developments.
- Propose a text amendment to establish new bufferyard requirements to include: how they are calculated, the amount of bufferyard required, the amount of landscaped area within the bufferyard, and new use categories to Table 3: Bufferyard requirements.

Details of the proposed text amendments are attached in the Staff Memo and presentation slides. On Thursday, June 25, 2026, the Planning and Zoning Commission held a Workshop to discuss the proposed amendments and all were received favorably.

ATTACHMENTS:

1. Memo from City Planner Shauna Laauwe
2. Presentation

FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

No action required — discussion only.

Development Services Department

Memorandum

Date	July 7, 2026
To	Honorable Mayor Atwood Kenjura and City Council
Cc	Stephanie Doland, Development Services Director
From	Shauna Laauwe, City Planner
Subject	Discussion and Possible Direction to Staff on Text Amendments Appendix A – Zoning of the Code of Ordinances: Multifamily Developments and Bufferyard Standards

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On February 23rd of this year, Staff held a Planning and Zoning Commission workshop seeking discussion and direction on possible amendments to the Code of Ordinances to be considered by the Planning and Zoning Commission and City Council. The items varied from typical amendments to refine unclear or outdated text within the Ordinances, while others are new regulations and definitions to address new uses or concerns. During the Work Session, Staff discussed clarifying the minimum area lot requirements for multifamily developments in the R-2, Mixed Family Residential District and the DBROD, Downtown Business/Residential Overlay District; amending the Landscape/Bufferyard regulations, proposing local amendments to the Plumbing Code in the Code of Ordinances regarding Car Washes, and defining Data Centers in the definitions section of the Zoning Ordinance and listing Data Centers as a Specific Use in the I, Industrial zoning district. After the workshop, Staff held a City Council Workshop focusing only on the Car Wash and Data Center text amendments on March 5, 2026, and subsequently, the amendments regarding these two items were adopted by the City Council on May 21, 2026.

As some time had passed, on June 25th, Staff held a second Planning and Zoning Commission workshop for the remaining two text amendment items for additional discussion before going forward with a City Council workshop and an official text amendment ordinance and public hearing:

- Clarifying the minimum area lot requirements for multifamily developments in the R-2, Mixed Family Residential District and the Downtown Business/Residential Overlay District.
- Amending the Landscape/Bufferyard regulations.

Multifamily Developments

Within the R-2, Mixed Residential District regulations found in the Code of Ordinances Appendix A- Zoning, Division 2, Part 2, Section 2.01, lot regulations for several types of housing are specified to include, single-family detached units, single-family attached units (townhomes), dwelling two-family (duplex), twin homes, zero lot line (patio homes), and multifamily units (apartments). In 2025, the Board of Adjustments (BOA) heard a case regarding an R-2 property on S. Park Street where the property owner of an irregular 6,142 SF lot, wished to convert an existing nonconforming structure into a four-unit multifamily use. The case required the BOA to consider several special exceptions and variances, but one that was nearly overlooked due to ambiguity in the regulations was the minimum lot area requirement for multifamily units. The regulations currently state "The minimum site for multifamily development shall be six thousand (6,000) square feet." With this section alone, it appears that the desired four (4) units is permitted. However, in Section 2.06(c)(i) Size of lots: Lot area, it states "There shall be a minimum of two thousand (2,000) square feet of lot area per multifamily dwelling unit." Thus, four units requires 8,000 square feet and the 6,142 square foot lot would not meet the regulations and would either require another variance request or reduce the number of desired units to three (3).

Current Zoning Ordinance Excerpt:

(6) Multifamily units (apartments):

(a) Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet.

(b) Size of yards:

(i) Front yard. There shall be a front yard having a depth of not less than twenty-five (25) feet.

(ii) Side yard. There shall be a side yard of not less than fifteen (15) feet, including, but not limited to, side yards adjacent to public streets.

(iii) Rear yard. A rear yard of fifteen (15) feet shall be maintained. There shall be a rear yard of not less than twenty-five (25) feet adjacent to all major streets.

(c) Size of lots:

(i) Lot area. There shall be a minimum of two thousand (2,000) square feet of lot area per multifamily dwelling unit.

Proposed Zoning Ordinance Language Shown in red throughout the remainder of the memorandum.

Staff proposes to amend Section 2.06(a) to state " (a) Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet, or two thousand (2,000) square feet of lot area per multifamily dwelling unit, whichever is greater.

In addition, Staff proposes to amend Section 9. Downtown Business/Residential Overlay District (Sec. 9.03) Area regulations, to amend a similar statement as follows:

(a) Minimum site area. The minimum site area for duplexes shall be five thousand (5,000) square feet and the minimum area for multifamily development shall be a minimum of six thousand (6,000) square feet, or one thousand (1,000) square feet of lot area per multifamily dwelling unit, whichever is greater.

Bufferyard Standards

Bufferyard standards are adopted to help mitigate the impacts of dissimilar uses and incompatible land uses permitted to develop adjacent to one another. Recent new developments have included car washes, townhomes, and medium-sized retail centers (5,000 SF) constructed adjacent to single-family residential uses. With these new developments, staff have found that the current bufferyard standards may not properly mitigate noise, odor or light between the above-described uses and single-family homes. As a result, City Staff began researching bufferyard standards of other municipalities to determine how Brenham standards compare. It was found that each municipality provides their own unique standards with bufferyard distances ranging across the jurisdictions. However, staff did note that in other municipalities, landscaping within bufferyards is more clearly defined as providing a vegetative buffer in addition to physical separation. In Brenham, Section 12 of the Zoning Regulations regulates landscaping requirements for nonresidential and multifamily uses, parking lots, and bufferyards, with bufferyard landscaping regulations found in Section 12.04.

At the previous workshop in February, Staff presented revisions to both some of the language in Section 12.04 and Table 3 that outlines the required buffer between dissimilar uses. During the workshop, Commissioners questioned several of the Table 3 use categories—such as "Office 4–6 stories," which is uncommon in Brenham—and suggested revising certain nonresidential uses by splitting them into two categories based on whether they are under or over one acre. Furthermore, Commissioners had questions regarding the calculation of the current and proposed vegetation buffer amount. Given the previous feedback, Staff has made additional modifications to Table 3 and is proposing revising key portions of the current bufferyard standards, to include the amount of landscaping required within the bufferyard area.

Table 3 lists new use categories (for new incompatible uses being developed or established) and the bufferyard requirements to adjacent existing uses. Table 3 currently lists seven (7) use categories that include: Single-Family (SF), Multifamily (MF), Mobile Home Pk. (MHP), Retail sales & service/Office/Institutions (3 stories or less), Office 4-6 stories (O), Light Industry (LI), and Heavy Industry (HI). Staff proposes to amend Section 12.4, Table 3 to include a total of eight (8) use categories as follows:

- Single-Family (SF)
- Multifamily (MF) & Townhomes (TH) ≤ 2 stories / Manufactured Home Park (MHP)
- Multifamily (MF) & Townhomes (TH) > 2 stories
- Nonresidential Use Small Lot < 5 acres
- Nonresidential Use Large Lot > 5 acres
- Automobile related service
- Light Industrial (LI)
- Heavy Industrial (HI)

The changes to the use categories include designating bufferyards for Townhome developments based on the number of stories/height, rather than acreage as in February workshop. Vintage Farms has existing single-story townhomes and two-story townhomes are common, but Staff finds that three-story townhomes would have more of a visual and negative impact to a single-family use and warranted an increased bufferyard. Another modification to the February table is that nonresidential use lot size designations increased from less than or greater than 5-acres. Staff found that 5-acres or more was sufficient to encompasses large nonresidential developments that would have greater adverse impacts, where office and general neighborhood uses would likely fall into the less than 5-acre use category. The Automobile related services category is a text amendment to the existing Table 3 but is unchanged from the February workshop and is defined to include car washes, convenience store with fuel sales, drive-thru food establishments, and auto-lube facilities. Auto-related establishments typically generate additional noise, odor, and lighting, so enhanced bufferyard standards help reduce their impact on nearby residential properties when these dissimilar uses are located next to one another. Another amendment to the bufferyard standards included in the modified table is a minimum landscaped bufferyard of 15-feet between dissimilar uses. At the bottom of the table it states "Minimum bufferyards for dissimilar uses not listed in Table 3 is 15-feet. This minimum 15-foot landscaped bufferyard will require the standard irrigated ground cover and trees. *(Proposed Table 3 on next page)*

Proposed Table 3

Table 3: Bufferyard requirements[1]								
New use category	Adjacent existing use category							
	SF	**MF/TH/MHP ≤ 2 Stories**	**MF/ TH > 2 Stories**	**Nonresidential Small Lot < 5 acres**	**Nonresidential Large Lot > 5 acres**	**Auto-related services**	**LI**	**HI**
Single-Family (SF)	none	30	40	30	80	50	75	150
Multifamily (MF)/ Townhomes (TH) ≤ **2 stories** / Manufactured Home Park (MHP)	30	none	30	30	40	50	50	135
MF/Townhomes (TH) **> 2 stories**	40	30	none	30	30	30	40	125
Nonresidential Use Small Lot < **5 acre**	35	30	30	none	none	none	30	50
Nonresidential Use Large Lot > **5 acre**	80	30	30	none	none	none	30	50
Automobile related services	50	50	30	none	none	none	30	30
Light Industry (LI)	75	50	40	30	30	30	none	none
Heavy Industry (HI)	150	135	125	50	50	30	none	none
Minimum bufferyards for dissimilar uses not listed on Table 3 is 15-feet. If a public right-of-way is the only land use between a proposed new use and an existing use in a different use category, then the right-of-way width shall be credited to the required bufferyard. Required screening of the bufferyard shall be located on the property containing the new use. Where bufferyard requirements are not applicable, then standard yard requirements must be maintained as provided for the district in which the proposed use is located.								

Automobile related services: Automobile centric uses to include car washes, convenience store with fuel sales, drive-thru food establishment, and auto-lube facilities.

The existing bufferyard standards include an additional "setback" between whichever use develops second. The bufferyard calculation includes the standard setback, plus required bufferyard amount (as shown in Table 3), then 20% of said bufferyard to be landscaped to include either a 6-foot screening fence or vegetation. Section 12.04 currently states: "To further minimize potential noise, drainage, glare or other potential incompatibilities between the different uses, at least twenty (20) percent of any bufferyard shall be landscaped, pervious surface, said twenty (20) percent to be located at the outermost edge or perimeter of the bufferyard. The remaining land constituting a bufferyard may be used for onsite parking provided it meets all applicable performance standards."

- For example, if a car wash were to develop next (to the rear) of an existing single-family home, then the car wash would be responsible for providing a buffer between the single-family residential use and the car wash development. In the B-2 District, the car wash would have a standard rear yard setback of 10-feet, and a bufferyard amount of 20-feet for a total rear yard setback for structures of 30-feet. Current standards allow for the bufferyard to include 80% of the bufferyard as pavement for parking or driveways, thus only 20%, or 4-feet along the adjacent property line is required to have undeveloped greenspace.

In the current Table 3, the majority of bufferyards are 20 feet and with 20 percent landscaping, only four (4) feet of landscaping along the perimeter is required. Thus, allowing the remainder sixteen (16) feet to be impervious surface for parking or driving aisles. As written, the bufferyards lack in the intent to minimize the potential noise, drainage and glare of incompatible uses and are more of a separation standard than a true buffer. Therefore, staff proposes to increase the bufferyard landscaping requirement from at least twenty (20) percent to a **standard minimum of fifteen (15) feet** to be located at the outermost edge or perimeter of the bufferyard for all incompatible uses, with the exception that for Industrial Uses adjacent to residential uses shall continue to landscape a minimum of twenty (20) percent of the bufferyard. As shown in the proposed Table 3, the minimum bufferyard shown is 30 feet, which would require at least 15-feet to be landscaped. Additionally, staff proposes a tree requirement within the landscaped perimeter area. Staff proposes to amend Section 12.04 to state:

- (Section 12.04) **Landscaping of bufferyards**. To further minimize potential noise, drainage, glare or other potential incompatibility between the different uses, a minimum of fifteen (15) feet of any bufferyard shall be landscaped, pervious surface, said fifteen (15) feet to be located at the outermost edge or perimeter of the bufferyard. For industrial uses adjacent to residential uses, at least twenty (20) percent of any bufferyard shall be landscaped, pervious surface, said twenty (20) percent to be located at the outermost edge or perimeter of the bufferyard. The remaining land constituting a bufferyard may be used for on-site parking provided it meets all applicable performance standards. A minimum of one (1) two (2) inch caliper tree with a minimum height of fifteen (15) feet or greater at maturity, shall be planted per fifteen (15) linear feet of landscape bufferyard. For dissimilar uses not listed within Table 3, a minimum 15-foot landscaped bufferyard to include irrigated ground cover and trees shall be required.

To remove ambiguity and have a more concise bufferyard setback, Staff also proposes to remove adding the standard setback to the bufferyard requirement. As can be compared in Exhibit A & B, of the current and proposed Table 3, the bufferyard amounts have increased for each of the uses. The modified Table 3 bufferyard setback amounts account for the setback requirements in the typical zoning district of said uses and the mitigation of adverse effects.

Lastly, Staff proposes the following standards for the minimum required landscaped area within the bufferyard setback and welcomes additional discussion:

1. Newly planted areas shall include a mix of deciduous and evergreen plantings to provide year-round aesthetic value.
2. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
3. Vegetative matter shall cover seventy-five (75) percent of any landscape area.
4. Where utility or drainage easements or other similar situations exists in the required bufferyard, the bufferyard may be reduced by the width of the easement; however, an additional five (5) feet may be required beyond the width of the easement in these situations to allow for the required plantings and fence. All new plantings and irrigation shall be located outside of the easement. The Zoning Administrator has the discretion to allow a required fence within the easement.

After discussion, the Planning and Zoning Commission viewed the proposed text amendments generally favorably. As a result of the Planning and Zoning workshop discussion, staff revised the proposed landscaped amount in the bufferyard from a proposed percentage amount of 50 percent (50%) to a standard 15 feet, with the exception to industrial uses adjacent to residential uses. The proposed percentage led to concerns regarding reduced area for adequate parking and aisle widths and excessive amounts of required landscaping for some uses.

Staff is seeking feedback from the City Council regarding the proposed text amendments. The above outlined ordinance amendments will require additional research and discussion and can be evaluated as a single group of amendments or can be considered for adoption in a phased approach depending on direction received.

1. Exhibit A: Current Section 12.04, Table 3
2. Exhibit B: Proposed Section 12.04, Table 3

EXHIBIT “A”
CURRENT SEC. 12.04 TABLE 3

Table 3: Bufferyard requirements[1]

New use category	Adjacent existing use category						
	SF	**MF**	**MHP**	**R/O**	**O**	**LI**	**HI**
Single-Family (SF)	none	20	20	20	50	75	125
Multifamily (MF)	20	none	none	15	25	25	125
Mobile Home Pk. (MHP)	20	none	none	15	25	25	125
Retail sales & service/Office/Institutions (3 stories or less) (R/O)	20	15	15	none	none	25	50
Office 4-6 stories (O)	50	25	25	none	none	none	50
Light Industry (LI)	75	25	25	25	none	none	none
Heavy Industry (HI)	125	125	125	50	50	none	none

[1]Applicable bufferyard requirements shall be added to the standard yard requirements for the district in which the new use is located. If a public right-of-way is the only land use between a proposed new use and an existing use in a different use category, then the right-of-way width shall be credited to the required bufferyard. Required screening of the bufferyard shall be located on the property containing the new use. Where bufferyard requirements are not applicable, then standard yard requirements must be maintained as provided for the district in which the proposed use in located.

EXHIBIT "B"
PROPOSED SEC 12.04 TABLE 3

Table 3: Bufferyard requirements[1]								
New use category	Adjacent existing use category							
	SF	**MF/TH/MHP ≤ 2 Stories**	**MF/ TH > 2 Stories**	**Nonresidential Small Lot < 5 acres**	**Nonresidential Large Lot > 5 acres**	**Auto-related services**	**LI**	**HI**
Single-Family (SF)	none	30	40	30	80	50	75	150
Multifamily (MF)/ Townhomes (TH) ≤ **2 stories** / Manufactured Home Park (MHP)	30	none	30	30	40	50	50	135
MF/Townhomes (TH) **> 2 stories**	40	30	none	30	30	30	40	125
Nonresidential Use Small Lot < **5 acre**	35	30	30	none	none	none	30	50
Nonresidential Use Large Lot > **5 acre**	80	30	30	none	none	none	30	50
Automobile related services	50	50	30	none	none	none	30	30
Light Industry (LI)	75	50	40	30	30	30	none	none
Heavy Industry (HI)	150	135	125	50	50	30	none	none
Minimum bufferyards for dissimilar uses not listed on Table 3 is 15-feet. If a public right-of-way is the only land use between a proposed new use and an existing use in a different use category, then the right-of-way width shall be credited to the required bufferyard. Required screening of the bufferyard shall be located on the property containing the new use. Where bufferyard requirements are not applicable, then standard yard requirements must be maintained as provided for the district in which the proposed use is located.								

Automobile related services: Automobile centric uses to include car washes, convenience store with fuel sales, drive-thru food establishment, and auto-lube facilities.

City of BRENHAM

City Council
Text Amendment Workshop

JULY 16, 2026

1

City of BRENHAM

WORKSHOP AGENDA– TEXT AMENDMENTS

Discussion and Possible Direction to Staff on Miscellaneous Text Amendments Including Proposed Amendments to the Code of Ordinances, Appendix A - Zoning of the Code Ordinances including:

- Multifamily density requirements in the R-2, Mixed Residential District and in the Downtown Business/Residential Overlay District
- Bufferyards/Landscaping requirements

2

Multifamily Text Amendments
Appendix A – Zoning, Part II, Division 2

Section 2: R-2 Mixed Residential District

(Section 2.05) Area Regulations: (Current)

6) Multifamily units (apartments):

a) **Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet.**

b) Size of lots:

i. **Lot area. There shall be a minimum of two thousand (2,000) square feet of lot area per multifamily dwelling unit.**

(Section 2.05) Area Regulations: (Proposed)

6) Multifamily units (apartments):

a) Minimum site area. The minimum site for multifamily development shall be six thousand (6,000) square feet, **or two thousand (2,000) square feet of lot area per multifamily dwelling unit, whichever is greater.**

3

Section 9: Downtown Business/Residential Overlay District

(Section 9.03) Area Regulations: (Current)

3) Multifamily units (apartments):

a) **Minimum site area. The minimum site area for duplexes shall be five thousand (5,000) square feet and the minimum area for multifamily development shall be six thousand (6,000) square feet.**

b) Size of lots:

i. **Lot area. There shall be a minimum of one thousand (1,000) square feet of lot area per multifamily dwelling unit.**

(Section 9.03) Area Regulations: (Proposed)

3) Multifamily units (apartments):

a) Minimum site area. The minimum site area for duplexes shall be five thousand (5,000) square feet and the minimum area for multifamily development shall **be a minimum of** six thousand (6,000) square feet, **or one thousand (1,000) square feet of lot area per multifamily dwelling unit, whichever is greater.**

4

Bufferyards

5

Bufferyard Text Amendments

Landscape and Bufferyard Ordinance adopted in 2019

- Introduced parking lot landscaping requirements
- Bufferyards

Bufferyard Variances

- Grocery Supply Company- 602 W. First Street (5/2023)
  - Industrial adjacent to Single-Family use.
- Arete – 1307 N. Park Street
  - 3-story Multifamily/Townhome development adjacent to single family (B-1 district)
- Single-Family to Multifamily renovation – 601 S. Park Street
  - R-2 District – Proposed Triplex adjacent to single-family.

Current Growing Strains

- Multifamily adjacent to Single-Family concerns

6

Bufferyard Standards

Proposed Text Amendment to Section 12.04:

- (Section 12.04) **Landscaping of bufferyards**. To further minimize potential noise, drainage, glare or other potential incompatibility between the different uses, a minimum of fifteen (15) feet of any bufferyard shall be landscaped, pervious surface, said fifteen (15) feet to be located at the outermost edge or perimeter of the bufferyard. For industrial uses adjacent to residential uses, at least twenty (20) percent of any bufferyard shall be landscaped, pervious surface, said twenty (20) percent to be located at the outermost edge or perimeter of the bufferyard. The remaining land constituting a bufferyard may be used for on-site parking provided it meets all applicable performance standards. A minimum of one (1) two (2) inch caliper tree with a minimum height of fifteen (15) feet or greater at maturity, shall be planted per fifteen (15) linear feet of landscape bufferyard. For dissimilar uses not listed within Table 3, a minimum 15-foot landscaped bufferyard to include irrigated ground cover and trees shall be required.
- **Remove** adding the standard setback to the bufferyard requirement.

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Section 12.04 Table 3: Bufferyard requirements

Current Use Categories:

- Single-Family
- Multifamily
- Mobile Home Pk.
- Retail Sales & service/Office/Institutions (3 stories or less)
- Office 4-6 stories
- Light Industry
- Heavy Industry

Proposed Use Categories:

- Multifamily (MF)/ Townhome Development (TH) ≤ 2 stories / Manufactured Home Park
- Multifamily / Townhomes > 2 stories
- Nonresidential Use **Small Lot** < 5 acres
- Nonresidential Use **Large Lot** > 5 acres
- Automobile related services
- Light Industry
- Heavy Industry

8


Current
Proposed
3- Story
Multifamily
adjacent to
Single-Family
Side Yard to
Side Yard
100' 3"
35'
20' 0"
15' 0"
25' 1 3/16"
10' 0"
115' 2 3/8"
25'
40'
15'
25' 0"
115' 2 3/4"

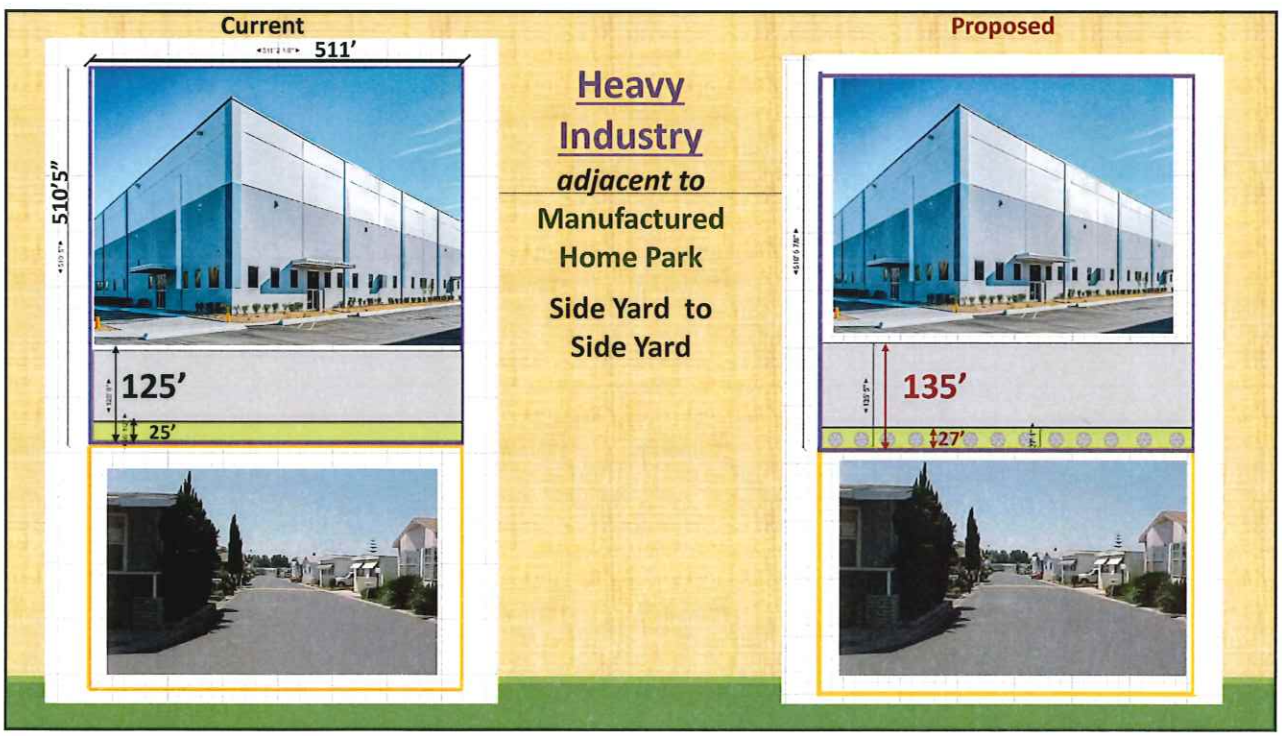
9


Current
Proposed
Nonresidential
Small Lot
< 5 acres
adjacent to
Single-Family
use
Rear Yard to
Side Yard
Rear
30'
35'
15' 0"
25' 0"
10' 0"

10


Current
660'
660'
25'
Nonresidential
Large Lot
> 5 acres
adjacent to
Multifamily
>2 stories
Rear Yard to
Rear Yard
Proposed
30'
15'

11


Current
511'
510'5"
125'
25'
Heavy
Industry
adjacent to
Manufactured
Home Park
Side Yard to
Side Yard
Proposed
135'
27'

12

Table 3: Bufferyard requirements[1]								
New use category	Adjacent existing use category							
	SF	MF/TH/MHP ≤2 Stories	MF/ TH > 2 Stories	Nonresidential Small Lot < 5 acres	Nonresidential Large Lot > 5 acres	Auto-related services	LI	HI
Single-Family (SF)	none	30	40	30	80	50	75	150
Multifamily (MF)/ Townhomes (TH) ≤ 2 stories / Manufactured Home Park (MHP)	30	none	30	30	40	50	50	135
MF/Townhomes (TH) > 2 stories	40	30	none	30	30	30	40	125
Nonresidential Use Small Lot < 5 acre	35	30	30	none	none	none	30	50
Nonresidential Use Large Lot > 5 acre	80	30	30	none	none	none	30	50
Automobile related services	50	50	30	none	none	none	30	30
Light Industry (LI)	75	50	40	30	30	30	none	none
Heavy Industry (HI)	150	135	125	50	50	30	none	none

Minimum bufferyards for dissimilar uses not listed on Table 3 is 15-feet. If a public right-of-way is the only land use between a proposed new use and an existing use in a different use category, then the right-of-way width shall be credited to the required bufferyard. Required screening of the bufferyard shall be located on the property containing the new use. Where bufferyard requirements are not applicable, then standard yard requirements must be maintained as provided for the district in which the proposed use is located.

Automobile related services: Automobile centric uses to include car washes, convenience store with fuel sales, drive-thru food establishment, and auto-lube facilities.

13

Additional Proposed Bufferyard Standards to :

1. Newly planted areas shall include a mix of deciduous and evergreen plantings to provide year-round aesthetic value.
2. Where landscaping is intended to provide a visual screen, the species, quantity, maturity (size), and spacing of the initial plantings shall be sufficient to provide a functional screen within a single growing season.
3. Vegetative matter shall cover seventy-five (75) percent of any landscape area.
4. Where utility or drainage easements or other similar situations exists in the required bufferyard, the bufferyard may be reduced by the width of the easement; however, an additional five (5) feet may be required beyond the width of the easement in these situations to allow for the required plantings and fence. All new plantings and irrigation shall be located outside of the easement. The Zoning Administrator has the discretion to allow a required fence within the easement.

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Questions?

15

City Council Regular Meeting

AGENDA ITEM 9

Agenda Item: **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY2025-26 Adopted Budget**

Meeting Date: July 16, 2026

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The Finance Department is recommending the following budget amendment to reflect insurance proceeds received and to be expended, greater than budgeted airport fuel sales, expenditures of donated funds, transfers of bond proceeds between Fund 270 and Fund 237, and other expenditures not included in the FY2025-26 Adopted Budget. Please see the attached memo for details by fund of the proposed budget amendment.

ATTACHMENTS:

1. Ordinance for its First Reading
2. FY26 Budget Amendment #2 Memo
3. FY26 Budget Amendment #2 Exhibit A

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approve an Ordinance on its first reading amending the City of Brenham's FY2025-26 adopted budget.

ORDINANCE NO. O-26-XX

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2025-26 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2026, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2025-26 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2026, as shown on Exhibit A.

SECTION II.

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

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

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

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

MEMORANDUM

To: City Council and Interim City Manager

From: Julie Flagg
Chief Financial Officer

Subject: FY2025-26 Budget Amendment #2

Date: July 6, 2026

The purpose of this memo is to summarize the proposed budget amendment to the FY2025-26 Budget. This amendment is necessary due to transactions that were unforeseen when the FY2025-26 Budget was adopted.

Fund 101 General Fund

- No change to the budgeted fund balance.
- Increase in budgeted insurance proceeds of $705,200 for the claim related to the fire at the maintenance building and other smaller claims.
- Increase in total budgeted expenditures of $705,200 for restoration of the maintenance building.

Fund 215 Airport Fund

- No change to the budgeted fund balance.
- Increase in budgeted revenue of $100,000 to reflect higher than projected fuel sales.
- Increase in total budgeted expenditures of $100,000 for the cost of fuel purchased.

Fund 232 Donations Fund

- Net decrease to budgeted fund balance of $46,713.
- Increase in total budgeted expenditures of $46,713 for various purchases during the year, as detailed on Exhibit A of the budget amendment. Purchases are made throughout the year as needs arise.

Fund 229 Criminal Law Enforcement Fund

- Net decrease to the budgeted fund balance of $42,136.
- Increase in budgeted revenue of $20,000 for seized money that has been released to Brenham Police Department.
- Increase in budgeted expenditures of $62,136 for the purchase of red dot pistols, investigative processing service, narcotics training, and other services.

Fund 270 General Government Capital Projects Fund

- Net decrease to budgeted fund balance of $4,179,143.
- Increase of $79,143 to Bond Issuance Costs to reflect the actual amount paid.
- Transfer In from TIRZ No. 1 Fund not needed in FY2026. This transfer was to fund the purchase of furniture and equipment at Fire Station No. 2 and the construction of a communications tower. The furniture and equipment were purchased from 2023 bond proceeds and the communications tower project is on hold.
- Transfer Out to Streets/Drainage Capital Improvement Fund of bond proceeds totaling $3,400,000. This includes an estimated $1,400,000 of unspent proceeds from the 2023 issuance and $2,000,000 designated for street reconstruction from the 2026 issuance. The 2023 issuance was for Fire Station No. 2 and for street reconstruction.

Fund 237 Streets/Drainage Capital Improvements Fund

- Net increase to budgeted fund balance of $3,000,000.
- Increase in budgeted expenditures of $400,000 due to street projects to be completed in FY2026.
- Transfer In from General Government Capital Projects Fund of bond proceeds totaling $3,400,000. This includes an estimated $1,400,000 of unspent proceeds from the 2023 issuance and $2,000,000 designated for street reconstruction from the 2026 issuance. The 2023 issuance was for Fire Station No. 2 and for street reconstruction.

Fund 252 BCDC Capital Projects Fund

- Net decrease to budgeted fund balance of $1,700,000.
- Increase in budgeted expenditures of $1,700,000 due to anticipated progress on Brenham Family Park. Bid was awarded to MBC Management at the City Council meeting on February 5, 2026.

Fund 301 TIRZ No. 1 Fund

- Net increase to budgeted fund balance of $700,000.
- Transfer Out to General Government Capital Projects Fund not needed in FY2026. This transfer was to fund the purchase of furniture and equipment at Fire Station No. 2 and the construction of a communications tower. The furniture and equipment were purchased from 2023 bond proceeds and the communications tower project is on hold.

Fund 104 Water Fund

- Net decrease to budgeted fund balance of $155,732.
- Increase of $89,574 to Machinery/Equipment for an automatic transfer switch for the generator at Lake Somerville.
- Increase of $66,158 to Bond Issuance Costs to reflect the actual amount paid.

FY2025-26 ADOPTED BUDGET
BUDGET AMENDMENT #2
EXHIBIT A

FUND	PAGE NUMBER	REVENUES (INC)/DEC	GRANT REVENUES (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING EXPENDITURES INC/(DEC)	TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC
101 GENERAL FUND	2	(705,200)	-	-	705,200	-	-
215 AIRPORT FUND	3	(100,000)	-	-	100,000	-	-
232 DONATIONS FUND	4	-	-	-	46,713	-	46,713
229 CRIMINAL LAW ENFORC FUND	5	(20,000)	-	-	62,136	-	42,136
270 GEN GOVT CAPITAL PROJ FUND	6	-	-	700,000	79,143	3,400,000	4,179,143
237 STREETS/DRAINAGE CAPITAL IMP	7	-	-	(3,400,000)	400,000	-	(3,000,000)
252 BCDC CAPITAL PROJECTS FUND	8	-	-	-	1,700,000	-	1,700,000
301 TIRZ NO. 1 FUND	9	-	-	-	-	(700,000)	(700,000)
104 WATER FUND	10	-	-	-	155,732	-	155,732
TOTAL		**(825,200)**	**-**	**(2,700,000)**	**3,248,924**	**2,700,000**	**2,423,724**

FUND 101 - GENERAL FUND

EXHIBIT A, Page 2

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4-530.00	INSURANCE PROCEEDS	REVENUE	(INC)/DEC	(20,000)	(705,200)	(725,200)	Insurance proceeds from Maintenance Building fire and other smaller claims.
5-100-924.00	CONTINGENCY	EXPENDITURE	INC/(DEC)	59,766	(32,000)	27,766	City's out of pocket expense related to Maintenance Building
5-100-715.00	OTHER CAPITAL	EXPENDITURE	INC/(DEC)	-	737,200	737,200	Estimated expenditures in FY26 to restore the Maintenance Building
	NET CHANGE TO FUND BALANCE (INC)/DEC				-		

FUND 215 - AIRPORT FUND

EXHIBIT A, Page 3

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4.529.20	JET A FUEL SALES	REVENUE	(INC)/DEC	(309,120)	(100,000)	(409,120)	Fuel sales are exceeding what was budgeted for FY26
5-148-216.40	RESALE FUEL-JET A	EXPENDITURE	(INC)/DEC	188,160	100,000	288,160	Additional cost of fuel purchased
	NET CHANGE TO FUND BALANCE (INC)/DEC				-		

FUND 232 - DONATIONS FUND

EXHIBIT A, Page 4

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5-100-450.44	OTHER SERVICES-PARKS	EXPENDITURE	INC/(DEC)	-	5,695	5,695	Ampitheater powerwash and geotech for Henderson basketball court project
5-100-710.52	MACHINERY/EQUIPMENT-FIRE	EXPENDITURE	INC/(DEC)	-	7,729	7,729	Hydra Ram Tool and Water Thief Finlet Outlet
5-100-715.46	OTHER CAPITAL - LIBRARY	EXPENDITURE	INC/(DEC)	-	12,238	12,238	Vitrine Cases
5-100-715.55	OTHER CAPITAL-AQUATICS	EXPENDITURE	INC/(DEC)	-	2,976	2,976	Therapy Pool Door
5-100-813.51	VEHICLES/LARGE EQUIPMENT	EXPENDITURE	INC/(DEC)	-	7,527	7,527	K9 modifications to patrol car
5-100-951.00	K-9 PROGRAM EXPENSE	EXPENDITURE	INC/(DEC)	-	3,500	3,500	Various supplies for K9 program
5-100-959.20	BARNHILL CENTER SPECIAL EVENTS	EXPENDITURE	INC/(DEC)	5,000	7,048	12,048	Century of the Simon books
		NET CHANGE TO FUND BALANCE (INC)/DEC			46,713		

FUND 229 - CRIMINAL LAW ENFORCEMENT FUND

EXHIBIT A, Page 5

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4-536-00	PROGRAM INCOME/RESTITUTION	REVENUE	(INC)/DEC	(12,000)	(20,000)	(32,000)	Seized money released to BPD in FY26
5-100-230.00	AMMO/GUN/TASER/MISC	EXPENDITURE	INC/(DEC)	-	49,452	49,452	Purchase of red dot pistols
5-100-450.00	OTHER SERVICES	EXPENDITURE	INC/(DEC)	-	8,870	8,870	Investigative processing service, tracking service renewal, prisoner transport
5-100-908.00	SEMINARS/MEMBERSHIPS/TRAVEL	EXPENDITURE	INC/(DEC)	-	3,814	3,814	Narcotics training
	NET CHANGE TO FUND BALANCE (INC)/DEC				**42,136**		

FUND 270 - GENERAL GOVT CAP PROJ FUND

EXHIBIT A, Page 6

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5-100-421.20	BOND ISSUANCE COSTS	EXPENDITURES	INC/(DEC)	91,000	79,143	170,143	2026 Bond issuance costs greater than anticipated
6-000-602.37	INTERFUND TRSFR-STREETS/DRAIN	TRANSFER OUT	INC/(DEC)	-	3,400,000	3,400,000	Transfer of 2023 and 2026 Bond proceeds to Fund 237
6-000-603.01	INTERFUND TRSFR-TIRZ NO.1	TRANSFER IN	(INC)/DEC	(700,000)	700,000	-	Transfer from TIRZ No. 1 not needed in FY2026
	NET CHANGE TO FUND BALANCE (INC)/DEC				**4,179,143**		

FUND 237 - STREETS/DRAINAGE CAPITAL IMPROVEMENTS FUND

EXHIBIT A, Page 7

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6-000-602.70	INTERFUND TRNSF-G GOVT CAP PRO	TRANSFER IN	(INC)/DEC	-	(3,400,000)	(3,400,000)	2023 and 2026 Bond Proceeds transferred from Fund 270
5-100-803.50	STREETS/INLET/CURB-REHAB PROJE	EXPENDITURE	INC/(DEC)	600,000	400,000	1,000,000	Additional street projects completed in FY2026
	NET CHANGE TO FUND BALANCE (INC)/DEC				**(3,000,000)**		

FUND 252- BCDC CAPITAL PROJECTS FUND

EXHIBIT A, Page 8

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5-100-816.30	PARK IMPROV-BRENHAM FAM	EXPENDITURE	INC/(DEC)	1,439,903	1,700,000	3,139,903	To reflect anticipated progress payments on Brenham Family Park construction
	NET CHANGE TO FUND BALANCE (INC)/DEC				**1,700,000**		

FUND 301 - TIRZ NO. 1 FUND

EXHIBIT A, Page 9

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6-000-602.70	INTERFUND TRNSF-G GOVT CAP PRO	TRANSFER IN	(INC)/DEC	700,000	(700,000)	-	Transfer to Gen Govt Capital Projects Fund not needed in FY2026
	NET CHANGE TO FUND BALANCE (INC)/DEC				**(700,000)**		

FUND 104- WATER FUND

EXHIBIT A, Page 10

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
5-163-810.00	MACHINERY/EQUIPMENT	EXPENDITURE	INC/(DEC)	-	89,574	89,574	ATS for Generator at Lake - PO 26-15672
5-100-421.20	BOND ISSUANCE COSTS	EXPENDITURE	INC/(DEC)	74,541	66,158	140,699	2026 Bond issuance costs greater than anticipated
	NET CHANGE TO FUND BALANCE (INC)/DEC				**155,732**		

City Council Regular Meeting

AGENDA ITEM 10

Agenda Item: **Discuss and Possibly Act Upon an Amendment to the Professional Services Agreement Between the City of Brenham and Talex Inc. for Engineering and Design Services Related to the City Hall HVAC Project and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: July 16, 2026

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The City of Brenham Maintenance Division, along with Public Works, started working on the replacement of a 30-ton HVAC unit that was installed in 2003 above Development Services at City Hall. This HVAC replacement was budgeted for in 2025 and allocated to use 2025 Bond Funds for large equipment purchases. We have had many issues with the older unit and, due to the scope of work and expected cost of the replacement, it was mandatory that we engage a mechanical engineer to work with the City of Brenham to determine the best replacement unit, provide construction drawings, provide specifications related to the unit and installation. As well as performing and assisting with bidding services.

We entered into an agreement with Talex Inc in March 2026 which was based on an hourly rate of $350/hr. This agreement was signed at the City Manager level by Carolyn Miller. Now that the work has been completed, and we have received our proposals, we have received a final invoice from Talex Inc, which totals $54,552.50. This details a combination of 154 hours worked on the project as well as $652.50 for mileage, which was included in Exhibit A under expenses and mileage. Mr. Tom Alexander came highly recommended by local architects. We have had a hard time obtaining quality mechanical HVAC specialists on past projects, so we were pleased that Tom was known by local architects and had worked in the Brenham area as well as worked on City Hall when it was transformed.

Tom met with city staff, made numerous trips to Brenham and climbed to the top of City Hall several times to make sure his design and recommended product would suit the City of Brenham for many years. He also gave the City of Brenham several options to consider regarding price, quality, performance and expected maintenance upkeep. When all options were presented, we did make a change from a customized-made unit where all components of the unit were on the top of the roof, such as the compressor, condenser, the air handler and the heating unit, to a more modern and economical approach that would drastically change the heating and cooling and allow more control of air flow to the areas on second floor. These units have also proven to be easier to maintain long-term. We have had much better luck with these units, and they are similar to the rest of the units on City Hall. In the next agenda item, Stephen Draehn will present the award of the unit so we can get started on a replacement.

We would like to ask Council to approve the invoice to Talex Inc in the amount of $54,552.50 for their services. This was budgeted for in our 2025 Bond Proceeds and since it was mandatory that we engage a mechanical engineer for this type of work it was planned for.

ATTACHMENTS:

1. PSA For Engineering Services
2. Talex Inc. - Invoice

FUNDING SOURCE:

2025 Bond Proceeds

RECOMMENDATION:

Approve an amendment to the professional services agreement between the City of Brenham and Talex Inc. for engineering and design services related to the City Hall HVAC Project int the amount of $54,552.50, and authorize the Mayor to execute any necessary documentation.

Engineering PROFESSIONAL SERVICES AGREEMENT
FOR
MECHANICAL ENGINEERING SERVICES
RELATED TO
CITY HALL HVAC REPLACEMENT PROJECT

THE STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made on the 3rd day of March, 2026 entered into, and executed by and between the City of Brenham, Texas (the "City"), a home-rule municipal corporation of the State of Texas, and Talex, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City desires to replace a 30-ton HVAC unit on City Hall (the "Project"); and

WHEREAS, the services of a professional mechanical engineer firm are necessary to investigate the existing conditions, provide a Construction Narrative to describe the Project suitable to solicit competitive proposals from contractors, and provide Construction Administration services as described in Attachment "A", and

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

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

SECTION I
SCOPE OF AGREEMENT

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

SECTION II
CHARACTER AND EXTENT OF SERVICES

Consultant shall do all things necessary to render the mechanical engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineer practicing in the same or similar locality and under the same or similar circumstances and professional license (the Standard of Care). It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City Manager. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City Manager.

The Consultant shall not supervise, direct, or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor of the Contractor, or any entity performing any portions of the Work for the Contractor or any agents or employees of any of the aforementioned. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

SECTION III
OWNERSHIP OF WORK PRODUCT

Consultant agrees that the City shall have the right to use all exhibits, drawings, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, drawings, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same, except that the City shall not use the work product of the Consultant on any project other than this 30-ton HVAC Replacement Project without written consent of the Consultant.

SECTION IV
TIME FOR PERFORMANCE

The time for performance of the Scope of Services is 120 calendar days beginning from the execution date of this Agreement. Upon written request of Consultant, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated, and over which Consultant has no control.

SECTION V
COMPLIANCE AND STANDARDS

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

SECTION VI
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Consultant shall and does hereby agree to indemnify and hold harmless the City, its officials, officers, , and employees against liability for damage to the extent caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

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

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

SECTION VII
CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," attached hereto and made a part hereof for all purposes.

SECTION VIII
TERMINATION

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

The Consultant may terminate this Agreement for breach of the Agreement by the City provided the Consultant sends written notice to the City itemizing the acts which the Consultant believes constitutes a breach of this Agreement and provided the City fails to cure any such breach within thirty (30) days after receipt of the notice. If the Consultant terminates this Agreement based upon a breach of the Agreement by the City, the Consultant shall be entitled to recover only for the Services rendered prior to the date of termination and shall not be entitled to recover any compensation for any Services that were not performed by the Consultant.

SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS

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

Talex Inc.
Attn: Thomas R. Alexander, P.E.
763 Tumbleweed Trail
Lockhart, TX 78644

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

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

SECTION X
LIMIT OF APPROPRIATION

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

SECTION XI
SUCCESSORS AND ASSIGNS

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

SECTION XII
MODIFICATIONS

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

SECTION XIII
ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the City Manager, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Consultant, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City Manager.

SECTION XIV
CONFLICTS OF INTEREST

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

SECTION XV
PAYMENT TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI
INSURANCE

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

SECTION XVII
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

EXECUTED on this 3rd day of March, 2026.

CONSULTANT: TALEX INC.

By: T. R. Alexander

Name: Thomas R. Alexander, P.E.

Title: President, Talex, Inc.

CITY OF BRENHAM, TEXAS

Carolyn D. Miller 3-3-2026
Carolyn D. Miller, City Manager

ATTEST:

Jeana Bellinger
Jeana Bellinger, TRMC, CMC
City Secretary

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, , representatives, volunteers, employees. The Contractor's insurance coverage providing additional insured status to the City shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under General and Automobile Liability policies. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
   a) Commercial General Liability Policy
   b) Automobile Liability Policy
   c) Professional Liability Insurance

3. General Requirements Applicable to All Policies:
   a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
   b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
   c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
   d) "Claims Made" policies will not be accepted, except for professional liability insurance coverage.
   e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
   f) Each insurance policy shall provide that coverage shall not be, canceled, except after thirty (30) days prior written notice has been given to the City.
   g) Upon request, certified copies of all insurance policies shall be furnished to the City.

4. Commercial General Liability
   a) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.
   b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Automobile Liability
   a)Minimum Combined Single limit of $500,000.00 per occurrence for bodily injury and property damage.

6. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate, which insurance shall be maintained for a period that will cover claims made within three (3) years after the substantial completion of the Project.

7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
   a) The company is licensed and admitted to do business in the State of Texas.
   b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Department of Insurance.
   c) All endorsements and insurance coverage according to requirements and instructions contained herein.
   d) The form of the notice of cancellation, provisions to the City of Brenham.
   e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

APPENDIX A – Approximate Scope of Engineering Services:

- Gather and review existing Construction Documents
- Examine the existing system, including:
  - Determine the configuration of the conditioned space layout – changes to existing walls
  - Determine if there are existing issues with the existing system that need to be addressed
  - Determine the configuration of the AHU-3 discharge duct arrangement
  - Approximate routing of existing ductwork
  - Condition of existing ductwork and duct insulation
  - Verify approximate dimensions of existing ducts
  - Condition of existing flex duct
  - Location of air devices
  - Location of air balancing dampers
  - Location of control dampers
  - Determine type and condition of control dampers
  - Location and type of temperature controls
  - Determine the electrical connections to the existing equipment
  - Determine if the existing building management system will be compatible with the proposed modifications
  - Examine structural configuration to verify compatibility with new equipment (structural capacity and design of the existing building is excluded)
  - Discuss possible roofing modification with the City related to the proposed equipment change (roofing design is excluded)
- Determine the appropriate type, configuration, and size of new equipment
- Production of a Construction Narrative suitable for competitive bidding that includes:
  - Purchasing documents and any general conditions from the City
  - Description for removal and disposal of existing equipment
  - Specification of replacement equipment
  - Description of modifications of the existing duct and air distribution system

- Description of modifications to the building and systems associated with the unit replacement to install new equipment, including:
  - Replacement of the equipment curb
  - Modification of gas piping
  - Modification of electrical serving the new equipment
  - Modification of controls serving the new equipment
- Assistance to the City in the procurement of contractor proposals
- Assistance to the City in the evaluation of contractor proposals
- Construction Administration Services, including:
  - Review of contractor submittal
  - Construction observation
  - Review of contractor pay request
  - Review of system commissioning and test and balance reports
  - Preparation and verification of punch list
  - Review of closeout documentation

Hourly Personnel Rates:

- Principal Engineer (Thomas R. Alexander, P.E.) $350.00 per hour

Expenses:

- Travel Costs (airline, lodging, meals, car rental, fuel, parking, and other such expenses), at cost (1.0 multiplier).
- Communication Costs (courier, freight, and other such expenses), at cost (1.0 multiplier).
- Copy and Printing Costs, trade costs (UPS Store or similar), at cost (1.0 multiplier).
- Mileage by personal vehicle, governmental reimbursement rate (presently $0.725 per mile), at cost (1.0 multiplier).
- Pre-authorized sub-consultants, if employed and paid through Talex, cost plus 10% (1.1 multiplier). If employed and paid directly by the Client, there will be no markup.

End

INVOICE
TALEX, INC. ENGINEERS
763 TUMBLEWEED TRAIL
LOCKHART, TEXAS 78644
512 - 517-5901

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

DATE: 6/30/2026
INVOICE NUMBER: 7817

PROJECT: BRENHAM CITY HALL RTU-5 REPLACEMENT - RFP NO. 26-013

TALEX PROJECT NUMBER: 2155.0

HOURS FROM 3/11/2026 THRU 6/30/2026

	154 HOURS	@	$350.00	$53,900.00
EXPENSES:				$652.50
	Expense Voucher Attached			

TOTAL THIS INVOICE $54,552.50

Billing Detail Attached
W9 Attached

TALEX ENGINEERS - BILLING DETAIL

Invoice No.: 7817
Date: 6/30/2026
Project: BRENHAM CITY HALL - RTU-5 REPLACEMENT
Proj No.: 2155.0
Client: CITY OF BRENHAM
Time From-Thru 3/9/2026 THRU 6/30/2026

Date	Hrs TA	Description
3/11/2026	3	review existing drawings & set up inspection
3/18/2026	6	site inspection & travel 180mi
3/19/2026	3	photos, notes, call w/ Dane
3/20/2026	3	duct calcs
3/23/2026	5	area and duct calcs
3/24/2026	3	calcs & equipment research
3/25/2026	5	develop viable system scenarios
3/26/2026	3	write viable system report
3/30/2026	4	select & edit specs
3/31/2026	3	edit specs
4/1/2026	6	site visit, mtg, & travel 180mi
4/2/2026	3	photos & specs
4/3/2026	3	equip selections
4/6/2026	5	outline construction narrative
4/7/2026	4	constr narrative
4/8/2026	2	select VAV boxes
4/9/2026	3	elec calcs
4/10/2026	3	elec design
4/13/2026	2	elec emails & elec calcs
4/16/2026	3	design & narrative
4/17/2026	3	narrative
4/21/2026	4	narrative
4/23/2026	5	narrative
4/28/2026	5	equipment schedules
4/29/2026	3	layouts
4/30/2026	4	layouts
5/1/2026	3	layouts
5/4/2026	3	layouts & CD assembly
5/6/2026	4	prelim CD edit & assembly
5/7/2026	5	site visit, mtg, & travel 180mi
5/11/2026	4	edit CDs
5/12/2026	2	edit purchace docs
5/13/2026	3	revise dwgs
5/14/2026	2	RFP markup
5/15/2026	2	prelim docs
5/19/2026	4	edit CDs
5/20/2026	4	site mtg & travel 180mi
5/21/2026	3	revise CDs from mtg
5/26/2026	5	assemble RFP docs
5/27/2026	4	final edit of specs & coordination with dwgs
5/28/2026	3	final edit & issue
6/10/2026	4	Pre-Bid & travel 180mi
6/15/2026	2	Prep Addm 1
6/22/2026	1	edit proposed contract
	154	Hours TA

EXPENSE STATEMENT

Invoice No.	7817
Date	6/30/2026
FOR	Tom Alexander
PROJECT	Brenham City Hall RTU-5 Repl
PROJECT NO	2155.0
DATE(S) OF EXPENSE	3/11/2026 thru 6/30/2026
NOTES	Site Visit Mileage

CATEGORY	Miles	UNITS	AMOUNT
Mileage to Site Visits of:		0.725	$ -
3/18/2026	180		$ 130.50
4/1/2026	180		$ 130.50
5/7/2026	180		$ 130.50
5/20/2026	180		$ 130.50
6/10/2026	180		$ 130.50
Total			**$652.50**

City Council Regular Meeting

AGENDA ITEM 11

Agenda Item:	**Discuss and Possibly Act Upon the Award of RFP No. 26-013 Related to the Brenham City Hall RTU-5 (HVAC) Replacement and Authorize the Mayor to Execute Any Necessary Documentation**
Meeting Date:	July 16, 2026
Department:	Public Works
Staff Contact:	Dane Rau, Director of Public Works

SUMMARY STATEMENT:

The City of Brenham Maintenance Department is seeking approval to enter into an agreement with Har-Con Mechanical to furnish all supervision, labor, materials and equipment to replace Roof Top Unit 5 (RTU-5) located above Development Services that controls the second floor East Wing of City Hall. The scope of work consists of the following: replace the existing roof-mounted packaged multi-zone air conditioning unit (RTU-5) with new RTU equipment, provide and install new Fan-Powered Variable Air Volume (FPVAV) air terminal units and connect to the new RTU and the existing zone ducts, modify the existing electrical system to accommodate the equipment components, provide temperature and other operating controls with hardware and software that are compatible with the existing Building Management System (BMS), and perform factory start-up of equipment, commissioning, and test and balance of the associated systems.

The Request for Proposal was first published on Thursday, May 28, 2026, and the second publication was on Thursday, June 4, 2026, with the intent to request proposals from qualified and capable Contractors or General Contractors to demolish and remove the existing rooftop package unit RTU-5 and modify the associated HVAC system as described in Exhibit “B” located at Brenham City Hall. Exhibit “B” was prepared by Thomas Alexander with Talex, Inc., Engineers and outlines in detail the overall goals of the project, the summary of work to be completed, provides engineering plans and unit specifications. Exhibit “B” also provided information for two alternative bids. Alternative 1 was for temporary HVAC during construction and Alternative 2 was for removal of an existing above-ceiling fan coil unit.

A mandatory Pre-Bid Meeting was held on Wednesday, June 10, 2026, at 2:00 pm in room 2A at City Hall. Present at the Pre-Bid Meeting were representatives from the City of Brenham, Talex Engineers, and nine (9) representatives from various Contractors. Thomas Alexander conducted the Pre-Bid Meeting and outlined the scope of work along with the RFP question deadline and the proposal submission deadline.

On Tuesday, June 23, 2026, the City of Brenham opened bids for RFP 26-013 (Brenham City Hall – RTU 5 Replacement). A total of two bids were received, ranging from $415,800.00 to $470,875.00 for the replacement of RTU-5. Bids also contained pricing for Alternative 1 – Temporary Cooling which ranged from $44,030.00 to $48,800.00 and for Alternative 2 – Removal of existing above ceiling fan coil unit which ranged from $10,061.00 to $12,600.00. Following a thorough review of all submissions by City Staff, City Attorney, and Talex Inc. the bid received from MLN Mechanical cannot be accepted due to failure to submit a bid bond with the bid documents. The bid from Har-Con Mechanical can be accepted, and City Staff recommends the replacement of RTU-5 using Har-Con Mechanical's bid of $415,800.00. This was the lower bid of the two. City staff also recommend not accepting Alternative 1 or 2. We will temporarily relocate the affected areas, and the old fan coil unit will be removed by Maintenance Staff during the installation of the new RTU-5 VAV Controllers.

The replacement of RTU-5 will allow for a better, more efficient HVAC system than what is currently in place. The current unit is a custom-made unit that contains compressors, condensers, blowers and heating unit all in one. It is currently set up in six heating and cooling zones and there are no controls on any of these zones to allow for easy transitioning from heating and cooling. RTU-5 is currently operational after repairs by Maintenance but will not last much longer and replacement parts are unavailable for the unit due to age. Maintenance has spent thousands of dollars on repairs over the last couple of years on this unit and Maintenance Staff identified this as a priority replacement in our Capital Planning. The funding for this replacement was awarded by Council in the FY25 Budget using money from 2025 Bond Proceeds that were issued by Council in FY25. We have a total of $675,000 to replace this HVAC as well as the generator at City Hall.

The replacement unit will allow controls access to our current HVAC controls and allow Maintenance to control and adjust the seven proposed VAV controllers to provide an efficient means to heat and cool the second-floor east wing of City Hall. The estimated time to completion of the project is one hundred and fifty (150) days. Most of this time frame is due to lead time of the RTU and VAV equipment, which has been estimated by Har-Con Mechanical at 10–12 weeks.

The City of Brenham Maintenance Department respectfully asks council to award RFP 26-013 regarding the replacement of City Hall-RTU 5 HVAC to Har-Con Mechanical in the total amount of $415,800.00.

The bid tab is attached, and this award will be for the base bid only to Har-Con Mechanical.

ATTACHMENTS:

1. Bid Summary
2. Construction Agreement

FUNDING SOURCE:

2025 Bond Proceeds

RECOMMENDATION:

Award RFP 26-013 related to the Brenham City Hall RTU 5 (HVAC) to Har-Con Mechanical in the amount of $415,800.00 and authorize the Mayor to execute any necessary documentation.

City of Brenham RFP 26-013 Brenham City Hall RTU-5 Replacement Bid Summary

VENDOR	Har-Con	MLN			
HVAC RTU-5 BASE BID	$415,800.00	$470,875.00	$	$	$
Alternative No. 1	$48,800	$44,030.00	$	$	$
Alternative No. 2	$12,600.00	$10,061.00	$	$	$
Voluntary Alternate No. A	N/A	$	$	$	$
Payment and Performance Bonds	$	$	$	$	$
TOTAL	$477,200.00	$524,966.00	$	$	$

Proposal Bond Form	x	NO			
Insurance	x	x			
Addendum	NO	X			
Construction Days	150	160			

NOTES					

CONSTRUCTION AGREEMENT FOR
CITY OF BRENHAM
CITY HALL RTU-5 REPLACEMENT PROJECT

THE STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

THIS "CONSTRUCTION AGREEMENT FOR CITY OF BRENHAMCITY HALL RTU-5 REPLACEMENT PROJECT," hereinafter referred to as "Agreement," made and entered into this ____ day of July 2026, by and between Har-Con Mechanical Contractor, a limited liability corporation of the County of Harris, State of Texas, hereinafter referred to as "Contractor" and the City of Brenham, a home-rule municipal corporation, organized and existing under the laws of the State of Texas, hereinafter referred to as "City."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City and Contractor, Contractor hereby agrees to commence and complete performance of the work specified below: The Contractor shall furnish all supervision, labor, materials, and equipment to perform the demolition and remove existing rooftop package unit (RTU-5) and modify the associated HVAC system as further described in Exhibit "A" attached hereto and incorporated herein for all purposes, located at Brenham City Hall ,; and all extra work in connection therewith, under the terms and conditions as stated in this Agreement, and at Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work specified herein, in accordance with the conditions and prices stated in the proposal and contract documents attached hereto as exhibits to this Agreement, and in accordance with all terms and conditions of this Agreement, and in accordance with the plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications, descriptions of work, and scope of work therefore (all collectively referred to herein as "the Contract Documents"), all of which are made a part hereof and collectively evidence and constitute the entire Agreement. This Agreement shall control over any conflicting provision of the City of Brenham Standard "Terms and Conditions for Proposals" document.

Contractor agrees to perform the work and City agrees to pay Contractor the total sum of **FOUR HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS and ZERO/100 Dollars** (**$415,800.00**) for completed and accepted work as set forth and adjusted in accordance with the terms of this Agreement.

City and Contractor hereby agree to the following additional terms and conditions:

1. Prior to Performance of Work

(a) Examination of Contract and Site. Contractor specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed work and is thoroughly familiar with the nature and location of the work, the confirmation of the ground and soil, the nature of any structures, the character quality, and quantity of the material to be utilized, the character of equipment and facilities for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the work under this Agreement, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper.

(b) Continuing Obligation. Before undertaking each part of the work, Contractor shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. Contractor shall promptly report in writing to City's representative any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City's Representative before proceeding with any Work affected thereby. Contractor shall be liable to City for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which Contractor knew or reasonably should have known.

(c) City will not be responsible for additional expenses incurred by Contractor to perform extra work necessitated by conditions which were discoverable by Contractor prior to beginning work and which Contractor failed to include in its proposal.

2. Construction Responsibilities

(a) Commencement and Completion Dates. Contractor hereby agrees to commence work on or after the date established for the start of work as set forth in the notice to proceed and complete all work within the time stated in this Agreement. The notice to proceed shall be given to the Contractor in writing by the City. The agreement shall be effective upon proper execution by the City. It shall be effective from date of execution and the work embraced by this Agreement shall be completed by ____________; not to exceed 150 days after notice to proceed

(b) Specifications. Contractor shall construct the improvements required by the description of work set out in the Contract Documents ("the Improvements") in a competent and efficient manner in accordance with the procedures, specifications and standards contained in the Contract Documents and all regulations, ordinances or specifications applicable to such Improvements, such specifications, standards, regulations and ordinances being expressly

incorporated herein by reference and being made a part of this Agreement as though written herein.

(c) Unforeseen Conditions. Contractor must notify City in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Agreement. If it is determined by City that such conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the work, City's representative will determine whether or not an equitable adjustment in the price or time for performance will be made, taking into consideration Section 1 and other applicable provisions of this Agreement. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, the price and time period will not be adjusted.

(d) Protection of Lines. Notwithstanding any other provision of this Agreement, Contractor is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the work area. **Contractor shall indemnify or reimburse such expenses or costs (including fines that may be levied against City) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** City reserves the right to repair any damage Contractor causes to such utilities at Contractor's expense. If a public line and/or customer service line is damaged by Contractor, Contractor shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to City's representative.

(e) Good and Workmanlike Manner. All work on the Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the City and/or its representative. City shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications.

(f) Facilitate Inspection. Contractor shall furnish City or City's representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the specifications applicable thereto. Any work done or materials used without suitable inspection by City may be ordered removed and replaced at Contractor's expense. Upon failure of the Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow any other request or order of City or City's representative, City shall notify the Contractor of such failure and may suspend inspections of such work until such failure is remedied. If such failure is not remedied to the satisfaction of City, City shall have no obligation under this Agreement to approve or accept the Improvements.

(g) *Means and Methods of Construction.* Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents. City may reject any of the Improvements for which, in the judgment of the City, the Improvements were not constructed in accordance with City specifications.

(h) *Work Stoppage.* The City shall have the right to order the work of the Contractor wholly or partially stopped:

(1) if any of the materials furnished or the work being done is not in strict accordance with this Agreement;
(2) until any objectionable person or material is removed from the premises; or
(3) if any portion of the work is being performed so as to create a hazardous condition.

Such stoppage or suspension shall neither invalidate any of Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

(i) *Permits and Licenses*. The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

(j) *Royalties and Licensing Fees*. The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the project. It shall defend all suits or claims for infringement of any patent rights.

(k) *Safety Precautions*. Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Brenham City Manager and the Chief of the Brenham Fire Department.

(l) *Warn of Hazards*. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The

Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

(m) Failure of Safety Devices. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

(N) INDEMNITY FOR SAFETY FAILURE. **THE CONTRACTOR SHALL INDEMNIFY CITY FROM ANY LIABILITY CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS THAT RELATE TO OR CONCERN THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT NO MATTER WHERE FAULT OR RESPONSIBILITY LIES.**

3. Insurance and Indemnification

(a) *Insurance.* Contractor shall provide for insurance and workers compensation coverage in accordance with the requirements applicable to contractors as provided for in Exhibits "B" and "C" attached hereto, the provisions of which are expressly incorporated herein by reference.

(B) ***INDEMNIFICATION.*** **CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY CHARACTER, NAME AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, CAUSED BY THE OPERATIONS OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OF FAULT OF CONTRACTOR, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE CITY GROWING OUT OF SUCH INJURY OR DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF CONTRACTOR. NOTHING HEREIN SHALL WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

(C) WAIVER OF CERTAIN DAMAGES: CONTACTOR AND CITY WAIVE ALL CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT.

4. Acceptance and Payment

(a) Assurance of Payment. Upon acceptance the Improvements by City, Contractor shall furnish a written affidavit, in a form provided by City, stating all bids, charges, accounts or claims for labor performed and material furnished in connection with the construction of the Improvements have been paid in full and that there are no unreleased recorded liens filed against the Improvements, or land to which they are affixed.

(b) Retainage, Final Payments. As security for the faithful completion of the Improvements, Contractor and City agree that City shall retain ten percent (10%) of the total dollar amount of the contract price until after final approval or acceptance of the Improvements by City. City shall thereafter pay Contractor the retainage within thirty (30) days after Contractor has furnished to the City: 1) satisfactory evidence that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in performance of the work have been paid or otherwise satisfied; and 2) written consent of all sureties for final payment.

(c) Encumbrances. Contractor shall promptly pay all workmen and materialmen and shall not allow liens to be placed on the Improvements. Upon completion and approval or acceptance of the Improvements by City, the Improvements shall become the property of City free and clear of all liens, claims, charges or encumbrances of any kind. If, after acceptance of the Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Improvements, or land dedicated to the City, to which they are affixed, Contractor shall upon notice by City promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of the City, to insure payment of such claim, lien, charge or encumbrance.

(d) Maintenance Bond. Prior to approval or acceptance of the Improvements by City, Contractor shall furnish a maintenance bond in form and substance acceptable to City, in the amount of ten percent (10%) of the contract amount of the Improvements, insuring the repair and replacement of all defects due to faulty material and workmanship that appear within one (1) year from the date of acceptance. The bond shall be in favor of City and shall be executed by an approved surety company authorized to do business in the State of Texas.

(e) Payments to Contractor.

(1) Partial Payments. a) The Contractor shall prepare its requisition for partial payment as of

the last day of the month and submit it, with the required number of copies, to the City Manager, with copy to the Public Works Director, for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (i) ten percent (10%) of the total amount, to be retained until final payment and (ii) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the City and/or its representative(s).

b) For Lump Sum Contracts, the Contractor shall submit to the City Manager, with copy to the Public Works Director, prior to the start of Work, a value schedule representing a fair distribution and breakdown of the Contractor's Proposal by its major activities of work. This Schedule of Contract Values, when approved, shall then serve as the Contract Unit Prices for the Partial Payment requisition preparation described in 4(e)(1)(a), above.

c) Monthly or partial payments made by the City to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(2) Final Payment. a) After final inspection and acceptance by the City of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement, or at the applicable value from the Schedule of Contract Values as described in 4(e)(1)(b), whichever applies. The total amount of the final payment due the Contractor under this Agreement shall be the amount computed as described above less all previous payments.

b) The City before paying the final estimate shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor. The City may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Agreement.

c) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the Contractor.

(3) Payments Subject to Submission of Certificates. Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(4) Withholding Payments. The City may withhold from any payment due the Contractor whatever is deemed necessary to protect the City, and if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Agreement.

(f) *Work Rejection*. All work deemed not in conformity with this Agreement as determined by City, in its sole discretion, may be subject to rejection by City. City may reject any work found or determined by it to be defective or not in accordance with this Agreement. City may reject said work or any portion thereof regardless of the stage of its completion or the time or place of discovery of such errors. Further, City may reject said work regardless of whether City has previously accepted the work through oversight or otherwise. Neither observations by City nor inspections, tests, certificates or approvals made by City shall relieve Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and related documents.

(g) *Remedial Work.* If the work or any part thereof is rejected by City, it shall be deemed by City as not in conformity with the Agreement and related documents. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

1. Contractor may be required, at City's option, after notice from City, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

2. If City deems it expedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum shall be made by City at City's sole discretion.

(h) *Changes to work or price.* (1) No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid except upon the written order from authorized personnel of the City. The City may make changes in the scope of work required to be performed by the Contractor under the Agreement without relieving or releasing the Contractor from any of its obligations under the Agreement or any guarantee given by it pursuant to the Agreement provisions, and without affecting the validity of the guaranty

bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Agreement unless it is expressly provided otherwise.

(2) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Agreement, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(3) If applicable unit prices are contained in the Agreement, the City may order the Contractor to proceed with desired unit prices specified in the Agreement; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the Agreement by more than twenty-five percent (25%) or decrease the original total amount by than twenty-five percent (25%) without the consent of the Contractor.

(4) Each change order shall include in its final form:

a) A detailed description of the change in the work.
b) The Contractor's proposal (if any) or a confirmed copy thereof.
c) A definite statement as to the resulting change in the contract price and/or time.
d) The statement that all work involved in the change shall be performed in accordance with Contract Documents and requirements except as modified by the change order.
e) The procedures as outlined in this section for a unit price contract also apply in any lump sum contract.

(i) Claims for Extra Cost

(1) If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the City Manager with copy to the Public Works Director, stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.

(2) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings and maps issued.

(3) Any discrepancies which may be discovered between actual conditions and those

represented by the drawings and maps shall be reported at once to the City Manager with copy to the Public Works Director and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the City Manager.

(4) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5. Warranties, Remedies and Damages

(o) *Defects Appearing After Acceptance*. Neither the final payment nor any acceptance nor any provision of this Agreement shall relieve Contractor of any responsibility for faulty workmanship or materials. At the option of City, Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom, which may appear after final acceptance of the work.

(p) ***Warranty*. Upon final acceptance of the work by City, Contractor warrants for a period of one (1) year as follows:**

(1) The Contractor warrants to the City that all materials provided to the City under this Agreement shall be new unless otherwise approved in writing by the City and that all work will be of a good quality, free from faults and defects, and in conformance with this Agreement and related Contract Documents.

(2) All work not conforming to these requirements, including but not limited to substitutions not properly approved and authorized, may be considered defective.

(3) This warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by Contractor.

(q) *Contractor to Correct.* If within one (1) year after the final acceptance of the work by City or within such longer period as may be prescribed by law or the terms of any applicable special warranty, if any of the work is found or determined by City to be defective, including obvious defects, or otherwise not in accordance with this Agreement, Contractor shall correct it promptly.

(r) *Not Exclusive Remedy.* After receipt of written notice from City to begin corrective work, Contractor shall promptly begin the corrective work. The obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.

(s) *City may Correct*. If within ten (10) days after City has notified Contractor of a defect,

failure, or abnormality in the work, Contractor has not started to make the necessary corrections or adjustments, City is hereby authorized to make the corrections or adjustments, or to order the work done by a third party. The cost of the work shall be paid by Contractor.

(t) *Contractor to Pay Costs.* The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects, shall be paid by the Contractor.

(u) *Liquidated Damages*. The Contractor acknowledges and agrees that the time for the final completion of the work described herein is a reasonable time, taking into consideration all conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadline for final completion are fixed and agreed upon by the Contractor because of the impracticality and extreme difficulty in fixing and ascertaining actual damages that the City in such event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment and from final payment. If the Contractor should neglect, fail, or refuse to finally complete the work within the time specified in this Agreement, or any proper extension thereof granted by the City, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement, that City may withhold permanently from the Contractor's total compensation the sum of Two Hundred and Fifty Dollars ($250.00) for each and every calendar day that the Contractor shall be in default after the time for finally completing the work, not as a penalty, but as liquidated damages for the breach of this Agreement.

6. Performance and Payment Bonds

(a) Contractor shall furnish performance and payment bonds, as required by Texas Government Code, Chapter 2253, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one (1) year after the date when final payment becomes due or until completion of the correction period specified herein, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents.

(b) All bonds shall be in the form prescribed as set forth in Exhibit "D," attached hereto and incorporated herein for all purposes, except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

(c) If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements herein, Contractor shall promptly notify City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements herein.

(d) Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

(e) The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES THE CITY INCURS AS A RESULT.

7. Termination

(a) Termination for Cause. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law the City, upon giving the Contractor five (5) days prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

(1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of the Contractor shall be appointed; or

(3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(4) If the Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City; or

(5) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

(b) *Termination for Convenience*. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

(c) *Payment on Termination For Convenience*. In the event of termination for convenience, the Contractor shall be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(d) *Right To Complete*. If this Agreement is terminated, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by the Contractor which fails to meet agreement requirements.

(e) *Close Out*. After receipt of a notice of termination, whether for cause or convenience unless otherwise directed by City, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City, do the following:

(1) Stop the work on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

(4) Assign to City, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) With the approval of City, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(6) Deliver to City, when directed by City, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City and transfer title to such property to City to the extent not already transferred; and/or

(7) In the event of such termination, there shall be an equitable reduction of the fixed fee to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the non-terminated portion or taking closeout measures approved by the City.

(f) Breach of Contract. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to terms, provisions and conditions of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate the Contractor's obligations under this Agreement.

(g) Completion of Work. Wherein the Contractor has abandoned the project or the City has terminated the contract for cause, then the City at its option may provide for completion of the work in the following manner:

(1) The City may employ such force of workers and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor.

(2) Should the cost to complete the work exceed this Agreement price and the Contractor fails to pay the amount due to the City within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held

at the risk of the Contractor subject only to the duty of City to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, City may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City may elect. City shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

(3) In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

(h) *Damages*. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law or equity, the City upon giving the Contractor five (5) days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(1) If the Contractor shall fail to remedy any default after written notice thereof from City, as City shall direct; or

(2) If the Contractor shall fail for any reason, other than the failure by City, to make payments called upon when due; or

(3) If the Contractor commits a default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

8. General Provisions

(a) *Agreement Controlling.* The provisions of this Agreement shall control over any conflicting provision of any contract between City and Contractor as to the construction of the Improvements.

(b) *Venue.* The parties herein agree that this Agreement shall be enforceable in Washington County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Washington County, Texas.

(c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

(d) Independent Status. It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City of Brenham, Texas, for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other. City shall not have supervision and control of Contractor or any employee of Contractor.

(d) Tax Exemption. This Agreement is entered into by an organization which qualifies for exempt revisions pursuant to the Texas Tax Code, Sections 151.301, 151.307 and 151.309. The Contractor must divide the price for materials that will be incorporated into the capital improvement project and the price for skill and labor into separated contracts. Therefore, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate which shall enable the Contractor to buy the materials to be incorporated into the completed capital project and then resale the aforementioned materials for the City without paying the tax on the materials at the time of purchase.

(e) Amendment. No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

(f) Litigation Costs. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to attorney's fees, court costs and other litigation costs.

(g) Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas, without regard to any conflicts of law provisions.

(h) Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations or other legal entity.

(i) Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

(j) *Headings*. The article and paragraph headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

(k) *Invalidity*. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

(l) *Written Notice*. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least ten (10) days written notice to the other parties in writing of such change.

(m) *Entire Agreement*. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

(n) *Prohibition of Boycott of Israel.* Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Sections 808.001/2270.001, as amended. By signing below, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

(o) *Prohibition of Boycott of Firearms and Ammunition Industries.* Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Contractor certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

(p) *Prohibition of Boycott of Energy Companies.* Senate Bill 13, effective September

1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CITY OF BRENHAM, TEXAS:

____

Hon. Atwood C. Kenjura, Mayor
City of Brenham, Texas

ATTEST:

____

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

CONTRACTOR:

____

By: Matt Ford
Title: COO

ATTEST:

Dawson Draehn

By:Dawson Draehn
Title: Estimator

City Council Regular Meeting

AGENDA ITEM 12

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-26-022 Related to the Adoption of Policies and Procedures Applicable to the Expenditure of Funds Allocated to the City of Brenham Pursuant to the American Rescue Plan Act of 2021 (ARPA)**

Meeting Date: July 16, 2026

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

SUMMARY STATEMENT:

The City, as recipient of American Rescue Plan Act (ARPA) funds must adhere to the U.S. Department of the Treasury's Compliance and Reporting Guidance and meet specific administrative policies. Per these requirements, the City is adopting the following policies in regard to our ARPA grant.

- Financial Management Policies & Procedures
- Document Management and Retention Policy
- Standards of Conduct and Conflict of Interest Policy

These policies have been reviewed by the City Attorney and by GrantWorks, the City's Grant Administrator for ARPA funds. The City received a total of $4.4M in ARPA funds and designated the funds to be used for water and wastewater improvement projects. The final improvement project being covered by the ARPA funds is nearly complete and the City will meet the Treasury's December 31, 2026 final expenditure deadline.

ATTACHMENTS:

1. Resolution No. R-26-022
2. ARPA-SLFRF Financial Management Policies and Procedures
3. Document Management and Retention Policy
4. ARPA-SLFRF Standards of Conduct and Conflict of Interest Policy

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approve Resolution No. R-26-022 related to the adoption of policies and procedures applicable to the expenditure of funds allocated to the City of Brenham pursuant to the American Rescue Plan Act of 2021 (ARPA)

RESOLUTION NO. R-26-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE ADOPTION OF POLICIES AND PROCEDURES APPLICABLE TO EXPENDITURES OF FUNDS ALLOCATED TO THE CITY OF BRENHAM PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the City of Brenham has accepted an allocation of Federal funds provided through the American Rescue Plan Act of 2021 (ARPA); and

WHEREAS, the allocation and use of ARPA funds are subject to compliance with standards established under ARPA; and

WHEREAS, the City Council of the City of Brenham, Texas desires to adopt policies and procedures that ensure compliance with ARPA requirements, and

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

1. The City Council hereby approves and adopts the ARPA-SLFRF Financial Management Policies and Procedures, attached hereto as Exhibit A, for all activities funded by the City's allocation of ARPA funds.
2. The City Council hereby approves and adopts the Document Management and Retention Policy, attached hereto as Exhibit B and incorporated herein, to be applicable to all documents created or maintained in relation to the use of ARPA funds.
3. The City Council hereby approves and adopts the ARPA-SLFRF Standards of Conduct and Conflict-of-Interest Policy attached hereto as Exhibit C, for all activities funded by the City's allocation of ARPA funds.
4. This Resolution shall be in full force and effect immediately upon approval by Council.
5. The Mayor is authorized to execute any necessary documentation.

PASSED AND APPROVED on this the 16th day of July, 2026.

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

AMERICAN RESCUE PLAN ACT
STATE & LOCAL FISCAL RECOVERY FUNDING

FINANCIAL MANAGEMENT
POLICIES & PROCEDURES

City of Brenham

July 16, 2026

This document does not void existing internal policies and procedures. In the event of a conflict with existing internal policies and procedures, the most stringent requirements should be applied.

These Policies and Procedures were adopted by the City of Brenham City Council on July 16, 2026.

____ ________________________

Atwood C. Kenjura, Mayor Date

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SECTION 1 – ARPA-SLFRF KEY RESOURCES

- The ARPA-SLFRF Award Terms & Conditions
- 31 CFR 35.6 – Eligible uses
- Uniform Guidance: 2 CFR 200, Parts A-F
- Final Rule Jan 2022 & Final Rule Overview
- 2022 Final Rule FAQs
- Compliance & Reporting Guidance
- Project & Expenditure Report User Guide
- 2023 Interim Final Rule
- Compliance Supplement
- Alternative Examination Engagement (ACEE) Guide

SECTION 2 – OVERVIEW & PURPOSE OF ARPA FUNDING

This Financial Management Policy and Procedures guidance provides an overview of the requirements applicable to the financial management of the American Rescue Plan Act (ARPA) Program and related City of Brenham procedures. This document covers critical aspects of internal controls, reporting and monitoring, audits, procurement, and cost principles, and the Subrecipient's related policies and procedures, specifically as it relates to ARPA-SLFRF (often referred to as "ARPA" hereafter in this document).

All local governments that have received ARPA State and Local Fiscal Recovery Funds (ARPA-SLFRF) are responsible for ensuring that they establish and maintain effective internal controls that provide reasonable assurance that funds are being managed in compliance with all applicable federal statutes, regulations, and the terms and conditions of the federal award. The Subrecipient will comply with the ARPA Award Terms and Conditions and the Uniform Guidance requirements, particularly as outlined in 2 CFR 200.302.

ARPA funds must be spent on allowable activities and expenses, with consideration of equity and negative economic impacts which include:

- Supporting public health expenditures
- Addressing negative economic impacts caused by the public health emergency
- Replacing lost public sector revenue (government services)
- Providing premium pay for essential workers
- Investing in water, sewer, and broadband infrastructure
- Expanded surface transportation and Title I projects
- SLFRF allowable projects (both enumerated and non-enumerated) and related expenditure categories are outlined in greater detail in the Treasury's Final Rule, Project & Expenditure Guide, 31 CFR 35.6 -- Eligible uses, and other resources.

SLFRF is considered "other financial assistance" per 2 CFR section 200.1 and is administered as direct payments for specified use. ARPA-SLFRF may be used for direct and indirect administrative expenses involved in administering the program. Cost-sharing/matching is not a requirement of ARPA-SLFRF.

SLFRF allocations made to ARPA Recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to the Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021, on SAM.GOV under Assistance Listing Number ("ALN"), formerly known as CFDA Number, 21.027.

The Assistance Listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

The Subrecipient will adhere to generally accepted accounting principles (GAAP) and adequately trace all obligated/ budgeted funds, expenditure categories, disbursements, and balance data back to the source. In addition to tying all procurements, agreements and subawards to SLFRF, the Subrecipient will add source or identification codes as part of its chart of accounts and reporting records for ease of tracking cost details.

SECTION 3 – PERIOD OF PERFORMANCE & OBLIGATIONS

In accordance with Treasury requirements, ARPA-SLFRF funds must be used to cover "costs incurred/obligated" between March 3, 2021, and December 31, 2024, and funds must be expended by December 31, 2026.

As outlined in the Interim Rule (August 2023), SLFRF costs incurred for expanded surface transportation and Title I projects must also be obligated by December 21, 2024, but must be expended by September 30, 2026.

As indicated in the *Reporting & Compliance Guidance*, any funds not obligated or expended for eligible uses by the timelines above must be returned to the Treasury, including any unobligated (Dec 2024) or unexpended (Dec 2026) funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 CFR 200.344(d).

For the purposes of determining expenditure eligibility, the Treasury's final rule provides that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1:

> *Financial obligations, when referencing a recipient's or subrecipient's use of funds under a federal award, means orders placed for property and services, contracts and subawards made, and similar transactions that require payment.*

SECTION 4 – INELIGIBLE USES & RECOUPMENT

The following uses of SLFRF funds are NOT allowable:

- Deposits into any pension funds,
- Offsetting a reduction in net tax revenue,
- Non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements,
- Contributions to rainy day funds, financial reserves, or similar funds as such payments constitute savings for future spending needs of the Subrecipient,
- Payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of the pandemic response or its negative economic impacts,
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.

Any project that conflicts with or contravenes the purpose of the American Rescue Plan Act, (e.g., uses of funds that undermine COVID-19 mitigation practices in line with CDC Guidance and recommendations) or violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance, and other federal, state, and local laws and regulations is not allowed.

Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the Final Rule, Treasury may identify funds used in violation through reporting or other sources. While not anticipated, the Subrecipient understands, that if any amount of the ARPA-SLFRF allocation is considered at risk, the Subrecipient will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before the Treasury provides a final notice of recoupment. If the Subrecipient does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may also pursue other forms of remediation and monitoring in conjunction with or as an alternative to, recoupment.

In addition to Treasury-specified guidelines, a more comprehensive list of unallowable or restricted costs can be referenced under 2 CFR 200 Subpart E. This list is also summarized in ***Section 12 – Cost Principles*** of this document in greater detail.

ARPA-SLFRF funding classified under Revenue Loss expenditures have reduced requirements as outlined within Treasury Guidance (re: Final Rule updates and, specifically, FAQ 13.15).

SECTION 5 – ACCOUNTING SYSTEMS & INTERNAL CONTROLS

ACCOUNTING SYSTEMS
The Subrecipient is responsible for ensuring all expenditures are equitable, eligible, proportionate, and authorized in an approved, documented budget.

Pursuant to 2 CFR § 200.302(a), the City of Brenham's financial management system, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing of funds to a level adequate to establish that such funds have been used according to the federal statutes, regulations, and the ARPA-SLFRF terms and conditions.

The Subrecipient's financial management system includes the following:

1. Accurate, current, and complete disclosure of financial results,
2. Records that identify adequately the source and application of grant funds,
3. Comparison of actual outlays with amounts budgeted under ARPA-SLFRF,
4. Procedures to minimize the time elapsed between approval and disbursement of funds throughout the performance period,
5. Procedures for determining reasonableness and allowable costs,
6. Accounting records that are supported by appropriate source documentation, and
7. A systematic method to assure timely and appropriate resolution of audit findings and, recommendations.

INTERNAL CONTROLS – 2 CFR§200.303
An internal control is a process, carried out by an entity's oversight body, management, and other personnel that provides reasonable assurance regarding the achievement of objectives in effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.

Internal controls are the combination of policies, procedures, job responsibilities, personnel, and records that together create accountability of the financial system and safeguard its cash, property, and other assets.

Through its system of internal controls, the Subrecipient can ensure that:

- Resources are used for authorized purposes and consistent with applicable laws, regulations, and policies.
- Resources are protected against waste, mismanagement, or loss.
- Evaluation and monitoring of compliance is integrated into processes.
- If applicable, prompt action is taken on audit concerns or findings.
- Information on the source, amount, and use of funds is reliable, secure, up-to-date, and disclosed in the appropriate reports and records.

In accordance with 2 CFR § 200.303, the Subrecipient ensures internal controls through a number of local procedures, including ensuring to the extent practicable that the duties of the staff are divided so that no one person handles all aspects of a transaction from beginning to end. Some effective techniques and best practices that the Subrecipient follows include:

- An **organizational chart** and/or written definitions setting forth the actual lines of responsibility of personnel involved in financial transactions and that clarifies all key roles and an adequate segregation of duties.
- Maintaining City of Brenham **accounting policy and procedures** that includes specific approval authority for financial transactions and guidelines for controlling expenditures, as typically followed for local funds. (This guide will include written procedures for recording transactions; maintaining a chart of accounts, a general ledger and other typical internal controls established by the Subrecipient that will also be applied to ARPA-SLFRF.)
- **Bank Depository:** The Subrecipient maintains funds in a bank, designated as its depository for banking services. The City Council reviews the selection in accordance with the Subrecipient's financial procedures, or otherwise every five (5) years unless circumstances deem otherwise. The City of Brenham follows the internal financial procedures for all expenditures unless an individual funding agency/source prescribes specific (and more stringent) requirements.
- **Accounts Payable:** Three (3) individuals are authorized to sign checks written on the bank depository account: Chief Financial Officer, City Secretary, and Mayor. All checks require two (2) authorized signatures. No exceptions.
- **Accounting:** The Director of Finance is responsible for establishing the structure for the City of Brenham's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the Subrecipient's financial position. The Chief Financial Officer shall provide financial reports to the City Council quarterly.
- **Audit of Accounts:** An independent audit of the City of Brenham's accounts is performed annually. The Auditor is retained by and is accountable directly to the City Council. The City Council reviews the selection every year unless circumstances deem otherwise. The Subrecipient will follow the audit requirements as outlined in the audit section of this document.
- **Internal Controls:** Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Director of Finance for all functions involving cash handling and/or accounting throughout the organization. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Other internal controls the Subrecipient follows include the following:

- A chart of accounts will include account names, and the numbers assigned to each and provides the following categories: assets, liabilities, net assets/fund balance, revenues, and expenses.
- Maintaining journal entries that are properly approved and supported by adequate source documentation and note the effective period of the agreement, list disbursement amounts paid out

(or properly accrued); expended on eligible items; and approved by the appropriate official(s) within the organization.
  - Adequate documentation is not limited to but includes signed purchase orders with invoices to support authorizations, timecards to support labor, detailed receipts to support spending, periodic monitoring reports with support of review, and approval by management.
- Maintaining hiring policies that ensure financial staff qualifications are equal to job responsibilities and that individuals hired are competent to do the job.
- Adequately controlling access to accounting records, assets, blank forms, and confidential records, such that only authorized persons may access them.
- Conducting periodic comparisons of financial records to actual assets and liabilities (i.e., reconciliation).
  - Monthly reconciliation and verifications of cash balances with bank statements shall be made by employees who do not handle or record cash, or sign checks.
- Maintaining accounting records indicating the amounts budgeted for eligible activities and establishing Budget Controls (i.e. procedures to compare and control expenditures against approved budgets throughout the period of performance).
- Comparing actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments.
- Reporting deviations from budget and program plans and requesting approval for budget and program plan/scope revisions.
- Monitoring updated ARPA-SLFRF related regulations and guidance to continue integration into local implementation and/or financial management procedures.
- Reviewing, investigating, and/or reporting all claims of fraud, waste, or abuse related to ARPA-SLFRF addressing identified control risks and remediating plans while targeting continuous process improvements.

PROCEDURES FOR INVOICE REVIEWS & PAYMENTS

- An invoice is received and, if necessary, a request for payment is prepared by authorized staff and proper signatures obtained from the Department Director to verify invoiced services and/or goods have been completed/provided and the invoice is ready for payment.
- Purchase orders and invoices must be approved by an authorized signer for the department in which the project is taking place. An Authorized Signer list is maintained by the Accounting Manager. Approval is acknowledged by signature on the original invoice.
- The Accounting Technician reviews the invoice and, if applicable, compares it to the purchase order which was created based on the City Council approved contract and the grant budget.
- Upon receipt of an approved and acknowledged invoice, the Accounting Technician records the expenditure and generates a check.
- The Finance Director authorizes payments and issuance of checks by approval of the check register.
- Both the Chief Financial Officer and the City Secretary’s signatures appear on the approved checks. Checks are then mailed to the appropriate vendors
- Copies of the request for payment, invoice, canceled check copy, and bank statement showing receipt of grant money are retained by the Finance Director and the City’s electronic document management system.
- The Staff Accountant is responsible for reconciling the monthly bank statements.

SECTION 6 – PROPERTY MANAGEMENT & DISPOSITION

The Subrecipient provides safeguards for all property, whether cash or other assets. Personnel duties will be segregated to the extent practicable for the Subrecipient such that the individual or personnel responsible for the physical custody of an asset will be distinct from the designated personnel keeping the records related to assets.

The Subrecipient will continue to monitor, track, and assess that all assets are being used solely for authorized purposes. The Subrecipient will provide proper reporting and resolve discrepancies according to Treasury and applicable Uniform Administrative requirements.

As outlined in the ARPA Final Rule FAQ, *except* for property, supplies, or equipment acquired using *revenue loss funds (EC 6.1)*, the Subrecipient must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310-316), subject to the requirements set out in the Final Rule FAQ (13.16). During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with ARPA funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements.

If the Subrecipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the Subrecipient will follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i) or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	Property, supplies, or equipment acquired with revenue loss funds are exempt from the use and disposition requirements of the Uniform Guidance, regardless of award size.
Premium Pay	N/A

If an asset's use shifts within the parameters of the eligible purpose according to the above table after the period of performance, no repayment would be required. For example, converting a hospital to a behavioral health facility would qualify as being used for the eligible purpose because both expenditures respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), so reimbursement to Treasury would be unnecessary.

If an asset's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the Subrecipient will follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

SECTION 7 – AUDITS

The Subrecipient follows all prescribed federal, state, and local audit requirements. Specifically, for all federal funds, the *Uniform Guidance, Subpart F* provides additional standards for non-federal entities that expend $750,000 or more in federal awards during each fiscal year, including the requirement to have a single audit or program-specific audit.

- Single audits (or alternative audits, if applicable) are to be performed by independent public accounting firms engaged by the Subrecipient.
- Costs for single audits are borne by the Subrecipient and are allowable expenditures under ARPA-SLFRF.
- A program-specific audit may be conducted in lieu of a single audit only when ARPA funds are the only federal expenditures represented in a given fiscal year.

If the Subrecipient (and any of its subrecipient) <u>expends less</u> than $750,000 in a fiscal year in federal funds, a single audit or program-specific audit will NOT be required for that year.

More specifically to ARPA-SLFRF and in lieu of a single audit, an "Alternative Compliance Examination Engagement" (ACEE) may also be applicable to the Subrecipient for each fiscal year during the period of performance, if other (non-ARPA) federal expenditures *did not* exceed $750,000 beyond the ARPA expenditures.

As agreed upon in the ARPA-SLFRF Award Terms and Conditions, all Subrecipient records pertinent to the financial and programmatic aspects of the ARPA-SLFRF allocation will be fully accessible. The Subrecipient (and its selected auditors) will consult the most up-to-date *Compliance Supplement* which provides information on the existing, important compliance requirements that the federal government expects to be considered for either the single audit or the alternative audit.

If single audits or program-specific audits are required, the Subrecipient will submit the requisite audit reports to the Federal Audit Clearinghouse (FAC) thirty (30) to sixty (60) days after receipt of the auditor's report(s), or nine (9) months after the end of the fiscal year-end date, whichever comes first.

Alternative audits have the same completion timelines as single audits, but the audit report will be required to be uploaded to the Treasury's portal (as outlined in the Treasury's *Alternative Compliance Examination Engagement Report User Guide) rather than to the* FAC.

At the completion of the audit, the Subrecipient will prepare, in a document separate from the auditor's findings as described in the Audit Findings section, a corrective action plan to address each audit concern or finding included in the current year auditor's reports. The corrective action plan must provide the name(s) of the contact person(s) responsible for the corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

Corrective action means action taken by the Subrecipient that:

a. Corrects identified deficiencies
b. Produces recommended improvements; or
c. Demonstrates that audit findings are either invalid or do not warrant auditee action.

The Subrecipient considers continuous process improvement as critical to operations and will respond to all audit concerns in a timely manner.

To demonstrate a commitment to financial accountability and transparency and pursuant to state statute, the City of Brenham obtains an annual independent financial statement audit.

The City also produces internal financial statements at least quarterly, which are presented to City Council. On a monthly basis, income statements and statements of financial position (balance sheet) are monitored by the Chief Financial Officer and Director of Finance.

SECTION 8 – STANDARD OF CONDUCT & CONFLICT OF INTEREST POLICY

The Subrecipient will maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy will be applicable to each activity funded under an ARPA-SLFRF award.

Subrecipient officials, employees, and affiliates may not have a direct or indirect interest, including financial and other interests, engage in a business transaction or professional activity, or incur an obligation of any nature that is in substantial conflict with the proper discharge of the officer or employee's duties in the public interest. By statute, officers and employees must comply with certain ethical responsibilities and disclosure obligations. The consequences for noncompliance may include a void contract, personal liability for ultra vires acts, or a criminal penalty. For specific information regarding the professional standards applicable to a particular business transaction, Subrecipient employees or officers will consult with the Subrecipient's legal counsel or other designated representative.

SECTION 9 – FINANCIAL RECORDS MANAGEMENT & RETENTION

The Subrecipient will adhere to the following record-keeping policies, as agreed upon in the Coronavirus Local Fiscal Recovery Fund ("CLFRF") Award Terms and Conditions and as outlined in 2 CFR 200.334-337.

a. The Subrecipient will maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and all Treasury's regulations and guidance related to implementing that section.
b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, will have the right of access to records (electronic and otherwise) of the Subrecipient to conduct audits or other investigations.
c. Records will be maintained by the Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Accounting records will be maintained to adequately identify the source and application of funds provided for ARPA-funded activities. Accounting records should also be fully supported by source documentation.

Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure. For example, source documentation on payments to contractors would include a request for payment, proof of inspection to verify work and materials, and canceled checks.

Financial records include, but are not limited to the following:

- Transaction registry documenting:
    - All invoices associated with each Request for Payment; and

- Source of funds for each invoice (disbursed funds by activity, matching funds, and/or other funds)

- Although not limited to the list below, source documentation will typically include the following:
  - Executed contract/purchase agreements, with terms and conditions
  - Purchase orders, invoices, and contractor requests for payments
  - Purchase vouchers/receipts
  - Payrolls
  - Time and attendance records
  - Addendum record of direct deposit payments
  - Verification of deposits
  - Monthly bank statements with canceled checks
  - Check register/transaction ledger
  - Employee time sheets; if applicable
  - Equipment time record sheets
  - Property inventory
  - Performance/milestone reports or other status reports
  - Electronic Transfer Form (ETF), etc.

Additional documentation examples related to financial management include a chart of accounts, financial statements, audit reports and corrective action plans, procurement records (micro-small through formal competitive procurements), etc.

SECTION 10 – MONITORING & REPORTING

The Subrecipient will comply with all Treasury reporting requirements and submit all expenditure data in a timely manner. Financial statements and reporting will be complete, current, and reviewed periodically to provide complete disclosure of the financial results of all federally sponsored projects or programs.

All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.

Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. The Subrecipient will appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

Financial reporting will include Treasury-required data and will be aligned in accordance with 2 CFR 200.302, to include budgeted project amounts, advances/reimbursements received to date, actual expenditures/ disbursements, current encumbrances/obligations, program income (if applicable), and other miscellaneous receipts, and any unpaid requests for payments.

The Subrecipient will report **obligations** and **expenditures** by project according to the corresponding Expenditure Category (EC). As noted in the Treasury's Compliance & Reporting Guidance, there are a wide range of eligible uses of the SLFRF funds, and the Treasury must be able to track how funds are used by recipients for oversight and transparency purposes.

ARPA reporting will follow the schedule and guidance outlined by the Treasury (shown below) and be accurate and specific in describing the project activity within the ARPA-SLFRF approved period of performance.

For the SLFRF program, reporting requirements vary by recipient type, as shown in the table that follows. Detailed instructions for the completion and submission of each report are covered in Part 2 of the Compliance & Reporting

Guidance.

The reporting phase is anticipated to end once the ARPA funds are fully expended with a 0 balance, or April 30, 2027 (whichever is sooner).

Reporting Requirements by Recipient Type

Tier	Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
1	States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021 or 60 days after receiving funding if funding was received by October 15, with expenditures by category. *Note: NEUs were not required to submit an Interim Report*	By January 31, 2022, and then the last day of the month after the end of each quarter thereafter *Note: NEUs were not required to submit a Project and Expenditure Report on January 31, 2022. The first reporting date for NEUs was April 30, 2022.*	By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31
2	Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding			
3	Tribal Governments that are allocated more than $30 million in SLFRF funding			
4	Tribal Governments that are allocated less than $30 million in SLFRF funding		By April 30, 2022, and then annually thereafter	
5	Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding			

Note: Based on the period of performance, reports will be collected through April 30, 2027.

Monitoring Subrecipient Activities and Compliance

The Subrecipient understands the requirements to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

Projects funded under the 6.1 Revenue Loss category are not subject to subrecipient designations or monitoring.

Except for projects classified under the revenue loss expenditure category, the Subrecipient will clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

The Subrecipient will also evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments will include factors such as prior experience in managing federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

The Subrecipient will develop and adhere to written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

SECTION 11 – PROCUREMENT

The Subrecipient as an ARPA Recipient will comply with the applicable requirements of the Uniform Guidance regarding procurement, contracting, and conflicts of interest and follow the applicable laws and regulations of our jurisdiction. When policies are overlapping or duplicated, the most stringent version will be followed.

Projects funded under the 6.1 Revenue Loss category are not subject to the procurement requirements outlined under 2 CFR 318-326 but are still required to follow the state and local requirements that the Subrecipient typically adheres to for all local purchases.

Except for projects classified under the revenue loss expenditure category, the Subrecipient will follow the ARPA required procurement requirements as prescribed, specifically in the uniform guidance 2 CFR 318-2 CFR 326.

To the extent practicable, the Subrecipient will adapt established and standardized procurement materials and will ensure the ARPA-SLFRF provisions are included, as applicable. Authorized procurement specialists, legal, or other authorized Subrecipient representatives will review all procurement and related contract content for quality prior to publication and execution.

Additionally, the Subrecipient has written guidance outlining all procurement-related roles including levels of authorization and approvals necessary for all purchasing and contracting transactions. These written procedures and guidance can be obtained from the Purchasing or Finance departments.

Important procurement and contracting regulations from 2 CFR Part 200 that the Subrecipient will follow include:

- Maintaining records to sufficiently detail the history of the procurement. These records include but are not necessarily limited to, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, basis for the contract price, the contract document, and any contract modifications with signatures of all parties.
- Setting up procurements in a manner providing full and open competition, outside of justifiable emergency purchases and/or sole source scenarios.

- Performing a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation, but as a starting point, non-federal entities must make independent estimates before receiving bids or proposals.
- Ensuring "Cost Plus a Percentage of Cost and Percentage of Construction Costs" are avoided as these methods of contracting are not allowed under the Uniform Guidance (2 CFR § 200.324).
- Using time-and-materials-type contracts only after determining that no other contract is suitable and including a ceiling price that the contractor exceeds at its own risk.
- Maintaining oversight to ensure contractors perform according to the terms, conditions, and specifications of their contracts or purchase orders.

SECTION 12 – COST PRINCIPLES

The Uniform Guidance (2 CFR 200 Subpart E) requires recipients of federal assistance to have written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the federal cost principles and the terms and conditions of the award.

The 2 CFR Part 200, Subpart E is applicable to expenditures under SLFRF unless stated otherwise. Given the purpose and very broad scope of eligible uses of the *revenue replacement funds (*≥$10M allocation), only a subset of the requirements in 2 CFR Part 200, Subpart E applies to the use of such funds, as follows:

- 2 CFR 200.400(a) - (c), and (e) Policy Guide
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs; and
- 200.404(e) Reasonable costs.

Allowable: As outlined in 2 CFR § 200.403, a cost is allowable when it is compliant with the terms and conditions of the federal award and implementing agency regulations, and the Uniform Guidance (UG).

Allocable: As outlined in 2 CFR § 200.405, a cost is allocable if either (1) it is incurred solely to benefit an ARPA-SLFRF-eligible project, or (2) it benefits both an ARPA/SLFRF-eligible project and another ARPA-SLFRF-eligible project or other work of the local government, in proportions that can be approximated using reasonable methods. A local government must use a consistent method for allocating costs. Some costs will be charged directly to the grant award and other costs may be included in an indirect cost pool.

Reasonable: As described in 2 CFR § 200.404 cost is reasonable when, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-federal entity or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, and other laws and regulations; and terms and conditions of the federal award;
- Market prices for comparable goods or services for the geographic area.

Consistently applied: A cost is consistently applied when it is applied uniformly to both federally funded and other activities of the local government.

Properly documented: A local government must document its allocation method and its system of internal controls that provide reasonable assurance that amounts charged are accurate, allowable, and properly allocated.

Below is a list of allowable costs, allowable costs with restrictions, and unallowable costs that will be considered prior to project selection, obligations, and subsequent disbursement approvals.

Unallowable Activities & Costs

In addition to the Treasury's specifically stated ineligible costs, listed in ***Section 4 – Ineligible Costs and Recoupment***, other unallowable costs include unnecessary costs that are not needed or required to achieve the objectives of the ARPA Terms and Conditions, 31 CFR Part 35 – the Final Rule, and the Project & Expenditure Guidance.

Fiscal Recovery Funds are also subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200 – the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. These cost principles include restrictions that would apply to all federal awards unless otherwise stated.

The following are example cost types that are not allowed (or unallowed with some exceptions) according to 2 CFR 200.400, Subpart E:

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Alcoholic Beverages	2 CFR §200.423	Unallowable
Bad Debts	2 CFR §200.426	Any losses arising from uncollected accounts and other claims, and related costs are unallowable
Contingency Provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and Donations	2 CFR §200.434	Costs of contributions and donations, including cash, property, and services from the recipient to other entities is unallowable
Certain Depreciation or Use Allowances	2 CFR §200.436	Unallowable on any portion of the buildings and equipment purchased with Federal funds or contributed to meet statutory matching requirements
Funds to Benefit Political Campaigns	NA	Unallowable
Entertainment	2 CFR §200.438	Although minor exceptions may apply, costs for amusement, social activities, ceremonials, hospitality, and activities relating thereto, such as meals, lodging, rentals, transportation, and gratuities are unallowable
Fines and Penalties	2 CFR §200.441	Resulting from violations of, or failure to comply with Federal, State, and local laws and regulations are unallowable. Some exceptions apply
Fundraising	2 CFR § 200.442	Includes costs of organized fundraising, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to

Selected Items of Cost	Uniform Guidance General Reference	Allowability
		raise capital or obtain contributions are unallowable. Some exceptions apply
*General Costs of Government	2 CFR § 200.444	Exceptions apply, most particularly under *EC 6.1 Revenue Loss cost allocations under ARPA – SLFRF*, but otherwise unallowable
Goods and Services for Personal Use	2 CFR § 200.445	Goods and services for personal use are unallowable although some exceptions may apply for housing
Idle Facilities and Idle Capacity	2 CFR § 200.446	Idle facilities – unallowable with exceptions; Idle capacity – allowable with restrictions
Lobbying Costs – includes direct legislative lobbying and grassroots lobbying	2 CFR §200.450	Unallowable
Losses on Other Awards or Contracts	2 CFR § 200.451	Unallowable
Organization Costs	2 CFR § 200.455	Unallowable unless federal prior approval
Participant Support Costs	2 CFR § 200.456	Only allowable with prior approval of the federal awarding agency
Selling and Marketing Costs	2 CFR § 200.467	Unallowable with exceptions
Student Activity Costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award

Allowable Costs

In addition to the enumerated expenditure categories and other generally allowable activities/costs outlined in 31 CFR Part 35 – the Final Rule, the Project & Expenditure Report User Guide, the FAQs, and other Treasury source guides, the following summarized costs are typically allowable federal costs (although most of the following cost categories have *restrictions*) according to 2 CFR 200.400, Subpart E:

Selected Items of Cost	Uniform Guidance General Reference	Allowability
**** All expenditures using Revenue Loss funds (EC 6.1) should follow local policies for prudent spending and may have a broader coverage of allowable costs.***		
Advertising and Public Relations	2 CFR § 200.421	Allowable with restrictions
Advisory Councils	2 CFR § 200.422	Allowable with restrictions
Bonding Costs	2 CFR § 200.427	Allowable with restrictions
Collection of Improper Payments	2 CFR § 200.428	Allowable
Compensation – Personal Services	2 CFR § 200.430	Special conditions apply [e.g., § 200.430(i)(5)]
Compensation – Fringe Benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions

Selected Items of Cost	Uniform Guidance General Reference	Allowability
***** All expenditures using Revenue Loss funds (EC 6.1) should follow local policies for prudent spending and may have a broader coverage of allowable costs.***		
Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee Health and Welfare Costs	2 CFR § 200.437	Allowable with restrictions
Exchange Rates	2 CFR § 200.440	Allowable with restrictions
Insurance and Indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual Property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Maintenance and Repair Costs	2 CFR § 200.452	Allowable with restrictions
Materials and Supplies Costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, Subscriptions, and Professional Activity Costs	2 CFR § 200.454	Restrictions apply and unallowable for lobbying organizations
Plant and Security Costs	2 CFR § 200.457	Allowable; capital expenditures are subject to 2 CFR § 200.439
Professional Services Costs	2 CFR § 200.459	Allowable with restrictions
Proposal Costs	2 CFR § 200.460	Allowable with restrictions
Publication and Printing Costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and Reconversion Costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting Costs	2 CFR § 200.463	Allowable with restrictions
Relocation Costs of Employees	2 CFR § 200.464	Allowable with restrictions
Rental Costs of Real Property and Equipment	2 CFR § 200.465	Allowable with restrictions
Specialized Service Facilities	2 CFR § 200.468	Allowable with restrictions
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination Costs	2 CFR § 200.472	Allowable with restrictions
Training and Education Costs	2 CFR § 200.473	Allowable with restrictions, for employee development
Transportation Costs	2 CFR § 200.474	Allowable with restrictions
Travel Costs	2 CFR § 200.475	Allowable with restrictions

The Subrecipient understands funds may be used for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and

2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, direct and indirect costs may be charged to their ARPA award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403.

Direct costs are those that are identified specifically as costs of implementing the ARPA program objectives, such as contract support, materials, and supplies for a project.

Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARPA award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Subrecipient will not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

Also review ***Section 15 – Match, Braided Funds & Loans*** for more specific details on allowable and unallowable cost scenarios.

Below are the Subrecipient's procedures for determining reasonableness, allocability, and allowability of costs:

A. **Review and understand the Treasury's Award Terms and Conditions** as well as the federal cost principles that govern the project funding.
B. **Determine allowability, allocability, and cost reasonableness of all activities funded by ARPA-SLFRF and associated costs.** The initial assessment will be conducted at the project identification or selection stage to ensure eligibility, and then ongoing reviews and evaluations will continue throughout the course of the project prior to each invoice approval or disbursement.
    a. Measures to assess reasonableness will vary based on the items and context of the purchase. Micro and Small purchase types will be informal whereas formal purchases may require more analysis. The Subrecipient will use approaches such as individual itemized cost analysis or total price comparisons when multiple vendors bid on items. Independent cost estimates and market research will often be conducted to assess and compare prices. Historical price data and pricing based on prior competitions for similar purchase types may also be used as a means to assess cost reasonableness.
C. **Monitor, track, and report funds** routinely against approved budgets, obligations, and expenditures and identify direct and indirect costs. Keep all records organized and easily accessible for potential audits or reviews.
D. **Document the process**. The Subrecipient will maintain thorough documentation to support determinations and all associated costs.
E. **Seek Guidance**. The Subrecipient will seek guidance when there is uncertainty or complexity in the determination process by consulting with appropriate personnel such as financial officers, legal advisers, internal auditors, or grant administrators. Also, the Subrecipient will seek clarification from the funding agency as needed to ensure that costs meet the necessary standards.
F. **Implement Corrective Actions**. If any costs are later found to be unreasonable, unallocable, or unallowable, the Subrecipient will assess for most appropriate actions and ensure process improvements are documented and implemented into ongoing operations. This may involve reallocating costs, adjusting budgets, or seeking approval for cost transfers or other remedies per the requirements provided by the Treasury and outlined in the Uniform Guidance.

SECTION 13 – CASH MANAGEMENT & DISBURSEMENTS

The Subrecipient will budget, forecast, and routinely analyze cash flow statements. In addition to the Subrecipient's established financial management procedures and related internal controls, efficient cash management ensures that funds are used optimally, and timely disbursements are made for all ARPA-SLFRF-funded activities. This Subrecipient will ensure that all disbursements align with federal, state, and local policies.

While not stated specifically in the Final Rule, the Treasury does not require or have a preference as to the payment structure for recipients that transfer funds to subrecipients (e.g., advance payments, reimbursement basis, etc.). Ultimately, it is the Subrecipient's responsibility to comply with the eligible use requirements and any other applicable laws or requirements and are responsible for the actions of their subrecipients or beneficiaries.
The Subrecipient may first opt for reimbursement-based payments, when feasible. However, the Subrecipient will ultimately determine the most effective approach to accomplish the objectives of the project. All disbursements will be for allowable, allocable, and reasonable costs and will be supported by legal agreements and/or other relevant source documentation.

Not limited to the following examples but as part of internal control policies related to cash management and disbursements, the Subrecipient uses prenumbered checks for all disbursements made by check. Unused check supplies are stored in a secure location with only authorized representatives having access. Blank checks are not to be signed in advance, checks are never made payable to cash, and checks are made only by representatives who are not also authorized to sign them. Department Directors must thoroughly review invoices and supporting documents and verify the receipt of all goods and services. Disbursements are only made to authorized vendors and all employees have a secure personnel file that at a minimum includes hiring authorization, salary history, hours authorized to work, federal and state withholding forms, health insurance and retirement deduction information, and authorization for all other payroll deductions.

SECTION 14 – PROGRAM INCOME

Program income policies and procedures under the American Rescue Plan Act's State and Local Fiscal Recovery Fund (ARPA-SLFRF) help ensure fiscal responsibility and regulatory compliance while maximizing the impact of federal assistance. Program Income, when applicable to the project, will be identified, tracked, reported, and appropriately utilized.

As clarified in the Final Rule FAQ 13.15, program income requirements of 2 CFR 200.307 <u>do not</u> apply under the revenue loss (EC 6.1) eligible use category. As such, recipients may maintain program income, which will not be considered an addition to the federal award.

Per Uniform Guidance definitions in 2 CFR 200.1, Program Income means gross income earned by the non-federal entity (the ARPA Recipient and its subrecipients) that is directly generated by a supported activity or earned as a result of the federal award (ARPA-SLFRF allocation) during the *period of performance* except as provided in § 200.307(f).

The U.S. Department of the Treasury has clarified in its Final Rule FAQs that recipients may add program income to the federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the federal award.

Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. For any SLFRF funded loans, the Subrecipient will follow Treasury's guidance on tracking and disposing of program income from loans, consistent with the statutory requirements and timing of SLFRF expenditures.

Program income does *not* include:

- Interest earned on advances of federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts;
- Income earned from the investment of initial proceeds of a grant advance from the U.S. Treasury;
- Proceeds from subrecipient fundraising activities;

- Taxes, special assessments, levies, fines, and other such revenues raised by a non-federal entity are not program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income;
- Proceeds from the sale of real property, equipment, or supplies are not program income; such proceeds will be handled in accordance with the requirements of the Property Standards §§ 200.311, 200.313, and 200.314, or as specifically identified in federal statutes, regulations, or the terms and conditions of the federal award.

SECTION 15 – MATCH, BRAIDED FUNDS & LOANS

LOANS

SLFRF funds may be used to make loans, provided that the loan supports an activity that is an eligible use of funds, the SLFRF funds used to make the loan are obligated by December 31, 2024, and expended by December 31, 2026, and the cost of the loan is tracked and reported in accordance with the Final Rule.

In using SLFRF funds to make loans, recipients must be able to determine the amount of funds used to make a loan and must comply with Treasury guidance, all restrictions on the timing of the use of funds, and restrictions in the Uniform Guidance.

MATCH

SLFRF funds may be, but are not required to be, used along with other funding sources for a given project. As indicated by Treasury, the Subrecipient understands that ARPA-SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs.

If the Subrecipient decides to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it will first be confirmed with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of ARPA-SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the ARPA-SLFRF funds for the match or cost-share requirement.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the *Infrastructure Investment and Jobs Act (IIJA)* provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. The final rule will be consulted for further details if the Subrecipient's seeks to utilize ARPA-SLFRF funds as a match for these projects.

BRAIDED FUNDS

Blending and braiding refers to using multiple sources of funding for complementary purposes and provided that the costs are eligible costs under each source program and compliant with all other related statutory and regulatory requirements and policies, including restrictions on use of funds, is allowable under ARPA-SLFRF.

The use of ARPA-SLFRF funds on all braided projects would be subject to the (December 31, 2024) deadline on obligating funds and no later than (December 21, 2026), for expending funds and the ARPA portion of the funding must cover an eligible use of funds. The Subrecipient will report to Treasury on the date and amount of SLFRF funds obligated and expended for any portion of a project covered by ARPA funds.

SECTION 16 – CLOSEOUT

As outlined in § 200.344, the federal awarding agency or pass-through entity will close out the federal award when it determines that all applicable administrative actions and all required work of the federal award have been completed by the Subrecipient.

The Subrecipient must submit, no later than one hundred twenty (120) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the ARPA-SLFRF award.

A Subrecipient must submit, no later than ninety (90) calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award.

The Subrecipient must promptly refund any balances of unobligated and/or unexpended funds. See OMB Circular A-129 and see § 200.346, for requirements regarding unreturned amounts that become delinquent debts.

If the Subrecipient does not submit all reports in accordance with uniform guidance requirements and the terms and conditions of the federal award, the Subrecipient is aware the federal awarding agency will proceed to close out with the information available within one (1) year of the period of performance end date.

If the Subrecipient does not submit all reports in accordance with this section within one (1) year of the period of performance end date, the federal awarding agency must report the non-federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per § 200.339.

Exhibit B

CITY OF BRENHAM

Document Management & Records Retention Policy

As of July 16, 2026

Version 1.0

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VERSION NO.	**CHANGE DESCRIPTION**	**DATE PUBLISHED**
Draft	First Drafted Version	June 26, 2026
Version 1.0	Reviewed with Management team, improved language and made minor modifications, approved by City Council	July 16, 2026

OVERVIEW & PURPOSE

This policy pertains to all documents created or maintained pursuant to the ARPA/SLFRF Award. The purpose of this Records Retention Policy is to ensure all applicable City of Brenham representatives, hereafter called "ARPA Recipient" understand and adhere to the record retention requirements as identified in the ARPA Terms and Conditions, the Federal Uniform Guidance 2 CFR 200, other official Treasury Guidance, as well as applicable State of Texas Record Keeping requirements.

This document is intended to provide the general protocols, guidance, and framework for the files, records, and reports used and stored by the ARPA Recipient for the purposes of carrying out the ARPA funded programs during the contractual period of performance and throughout the ARPA required retention period.

RETENTION OF RECORDS

The Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARPA/SLFRF award.

It is the policy of ARPA Recipient to follow Treasury's record retention requirements as it expends SLFRF pursuant to the ARPA/SLFRF award. Accordingly, the ARPA Recipient agrees to:

- Retain all financial and programmatic records related to the use and expenditure of SLFRF pursuant to the ARPA/SLFRF award for a period of five (5) years after all SLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with SLFRF for five (5) years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

COVERED RECORDS

For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the ARPA Recipient's expenditure of SLFRF funds on eligible projects, programs, or activities pursuant to the ARPA/SLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of SLFRF for eligible projects, programs, or activities;
- Documentation of rationale to support a particular expenditure of SLFRF (e.g., expenditure constitutes the ARPA Recipient/subrecipient's scope of work;

- Documentation of all costs invoiced or otherwise charged to the ARPA/SLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Documentation of all monitoring and/or audit and reporting activities as a direct result of SLFRF;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 CFR §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with SLFRF, including time and effort reports; and
- Indirect cost rate proposals.
- All other supporting documents, statistical records, reports, and all other non-federal entity records pertinent to the project funded by ARPA/SLFRF.

DISPOSITION OF RECORDS & STORAGE

The ARPA Recipient's records must/will be stored in a safe, secure, and accessible manner.

The ARPA Recipient's defined Management Information System (MIS) (as applicable) and/or Document Repository system which will be used for electronic file records is Laserfiche supplemented by the City's internal file server. Both systems are backed up regularly.

The defined systems/Document Repository will maintain reliability to ensure records are accurate and available, preserve authenticity to protect against unauthorized access, and provide usability to staff so that records can be easily found and updated. Information shall be transferred to the ARPA Recipient and designated ARPA PM at key points throughout the project from various parties including subrecipients, beneficiaries, contractors/vendors, and others.

The ARPA Recipient will carry out this plan in its entirety with a preference for digitally stored data, password protection and limited building/file access. All Projects that involve personally identifiable information (PII) or any data deemed as sensitive or confidential in nature, shall be managed appropriately. PII data is in reference to but will not be limited to individual/applicant name, address, driver's license number, income level, or other personal information for determining identity and/or project eligibility. If such data is applicable to the project, the ARPA Recipient (or Subrecipient) should ensure a ***Client Data & Personally Identifiable Information (PII) Plan*** is in place that addresses specific steps to ensure potential PII data is handled and maintained in a secure and confidential manner. The ARPA Recipient agrees to comply with all local, state, and federal regulations regarding handling, release, or disclosure of such information.

DEPARTMENTAL RESPONSIBILITIES

Any department or unit of the ARPA Recipient and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the ARPA Recipient to non-compliance with the ARPA Terms and Conditions. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Director will work closely with the City Secretary, and will be responsible for identifying and/or collecting the documents internally as well as from others receiving ARPA funds. The ARPA Recipient and its designees must retain and arrange for the proper storage, retrieval, and transfer of records. The Finance Director shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The ARPA Recipient is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the City Secretary. The ARPA Recipient prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to Jeana Bellinger, 979-337-7567, jbellinger@cityofbrenham.org, who oversees administering, enforcing, and updating this policy. All revised policies should be clearly tracked and shared, and contingent on nature of revisions, may also require additional approval.

Project Closeout: The City of Brenham will identify and collect applicable records for each project carried out with ARPA funding. A document closeout checklist (by project) will then be shared accordingly with subrecipients, and other service providers along with record sharing, document transfers, and general document review procedures at closeout. The ARPA Recipient will work with the designated ARPA PM and other stakeholders such as subrecipients and contractors to ensure all records are transferred in a secure, efficient, and timely manner. The ARPA Recipient will continue to update and improve this Document Management & Records Retention Policy as additional best practices are identified and/or as Treasury SLFRF provides new relevant information related to record-keeping and compliance.

Attached in ***Appendix A*** of this document includes the current ARPA Recipient File Checklist that represents an initial list of ARPA Recipient administrative documents necessary for collection prior to closeout. This is not an exhaustive list and will remain subject to change. Additionally, <u>each</u> project carried out with ARPA funds will have a specific document closeout checklist to be used as a guide. There will be additional documents required for any projects carried out by parties other than the ARPA Recipient, such as subrecipients via a subaward and/or contractors and professional service providers.

These ARPA/SLFRF Document Management & Record Retention Policies and Procedures have been reviewed and adopted as applicable by legal or otherwise authorized representatives of the City of Brenham and are thereby approved on July 16, 2026.

Printed Name	Title of ARPA Recipient Representative
Signature of ARPA Recipient Representative	Date

APPENDIX A – DOCUMENT CHECKLIST

The ARPA Recipient Document Closeout Checklists are not exhaustive and are subject to change. Below is the current list of ARPA document records required for potential collection. Although not specifically listed below, project specific documentation will also be applicable and saved as part of the ARPA records.

ARPA RECIPIENT DOCUMENTS CHECKLIST (ADMINISTRATIVE)	
☐	Client's Standards of Conduct with Conflict of Interest Policy
☐	PM Communications Plan – Client
☐	PM Communications Plan – ARPA Outreach
☐	Documentation of ARPA Public Meeting(s) & Stakeholder Engagement
☐	Documentation of ARPA Public Comments
☐	Lost Revenue Calculation
☐	Client Approved Project List
☐	Personally Identifiable Information (PII) Guide for Client
☐	Client's Executed Terms & Conditions
☐	Client's Executed Title VI Form
☐	Client's Budget Submitted to Treasury
☐	Interim Report
☐	Single Audit, or equivalent 2021-2026 (as applicable) Check here
☐	Client's EEO & Title VI Non-Discrimination Write-Up
☐	Financial Management System/Plan
☐	Loss Revenue Calculation (if applicable)
☐	Document Management & Retention Plan
☐	Anti-Fraud Waste & Abuse (AFWA) Policy
☐	SAM Clearance for ARPA Recipient
☐	ARPA Recipient's Federal/State/Local Procurement Policy (for purposes of carrying out ARPA Project)
☐	ARPA Recipient's Project Reports (Expenditure/Milestone/Performance and all) (as applicable)
☐	Additional Supplemental Documentation (as applicable)

PROJECT/OBLIGATION TYPE LEVEL DOCUMENT CHECKLISTS
This list is only a sample of documents that may be applicable and collected. Typical project/obligation categories that may apply include the following: ● Administrative Project Types ● EC 6.1 Awardee ● Beneficiary Services – Premium Pay ● Beneficiary Services – Entity ● Beneficiary Services – Individuals/Households ● Equipment/Software Purchases (Micro/Small and Standard/Sole Source/Emergency) ● Construction Services ● Professional Services – Engineering ● Professional Services – Consultants ● Acquisition and Relocation (as either a stand-alone project or subset of a project) Additional documents will also be collected for projects that utilize Force Account Labor, and for projects that utilize a COOP for the purpose of purchasing equipment.

Exhibit C

ARPA-SLFRF STANDARDS OF CONDUCT

AND

CONFLICT OF INTEREST POLICY

CITY OF BRENHAM

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SECTION 1 – PRINCIPLES & VALUES

The City of Brenham's management of the ARPA-SLFRF efforts are governed by an unyielding commitment to our Standards of Conduct and Conflict of Interest Policies (the Standards). Decisions and actions are made with the highest degree of integrity. The Standards are based on honesty, objectivity, fairness, and respect.

These City of Brenham core principles and values guide relationships within our community, and all of those impacted by the use of ARPA-SLFRF funds including beneficiaries, subrecipients, consultants/contractors, vendors, awardees, local officials, staff, and all individuals who are directly affiliated with ARPA-SLFRF recovery efforts:

- **Integrity.** We will act in a lawful and ethical manner, never knowingly violating any law or our principles and standards of ethical conduct in the selection, award, and administration of all ARPA–SLFRF transactions.

- **Stewardship, Trust, & Service.** We will serve the people of our community to ensure an equitable recovery effort while following the prescribed rules of managing taxpayer resources.

- **Equity.** We will strive for a community that is fair for everyone and will ensure ARPA-SLFRF funded activities are selected and managed with equity fully in mind.

- **Transparency**. We will disclose any conflicts of interest we may have (or be made aware of) related to our responsibilities to the applicable parties including the State of Texas Ethics Commission, our internal Conflict of Interest Point of Contact, and the U.S. Treasury, and remove conflicts when necessary.

- **Honesty & Communication.** We will work to ensure an environment where employees (and all engaged stakeholders) are encouraged to seek advice, report misconduct, or question a business practice in good faith and without retaliation.

- **Partnership and Respect.** We will work with others who share our objectives and values and respect our stakeholders and fellow staff members, treating others with fairness and courtesy.

SECTION 2 – RESOURCE REFERENCES

Multiple federal, state, and local conduct and conflict of interest related laws govern the ARPA-SLFRF funded activities. ARPA funds are primarily governed by the ARPA regulations, the jurisdiction's signed agreement to the ARPA-SLFRF Terms and Conditions, and specific requirements of 2 CFR § 200.318(c). The conflict of interest policy applies to each activity funded under the ARPA-SLFRF award. Recipients (and subrecipients) must disclose in writing to the U.S. Treasury or the pass-through entity, as appropriate, any conflict and/or potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.

This policy also aligns with and adheres to existing local and State of Texas requirements. While the following is not a fully exhausted list, the standards outlined in this policy conform with the following applicable federal and state regulations. Existing municipal, county and state-level adopted policies will also apply and may be referenced throughout this document as well, and where overlapping policies are identified, the most stringent application should apply.

Uniform Guidance 2 CFR 200:

- **2 CFR 200.318(c)**
- **§ 200.112 Conflict of interest.** The Federal awarding agency must establish a conflict of interest policy for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity by applicable Federal awarding agency policy.

State of Texas: The following includes references to additional relevant State of Texas conflict of interest and disclosure laws applicable to city officials, employees, and vendors. A home rule charter, local policy, or ordinance may provide for more stringent requirements in some circumstances.

- https://www.ethics.state.tx.us/resources/laws-regulations/
- Local Government Code Chapter 171: Real Property and Business Interests
- Local Government Code Chapter 176: Income and Gifts from and Family Relationships with Vendors
- Government Code Chapter 552: Public Information
- Government Code Chapter 572 Open Govt; Ethics. Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest
- Local Government Code Chapter 145: Financial Disclosure in Cities with a population of 100,000 or more
- Section 15.01 – Texas Free Enterprise and Antitrust Act of 1983
- Government Code Section 2252.908 Vendor Disclosure of Interested Parties (Form 1295)
    - https://www.ethics.state.tx.us/
    - https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php
    - https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html
    - https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf
- https://www.ethics.state.tx.us/statutes/ch36_39.php
- Texas Penal Code Title 8 Chapter 36 Bribery and Corrupt Influence
- Texas Penal Code Title 8, Chapter 39 Abuse of Office
- Chapter 305, Registration of Lobbyists and Chapter 34, Commission Rules: Regulations of Lobbyists (https://www.ethics.state.tx.us/resources/lobby/
- Texas Ethics Commission – Lobbying in Texas – A Guide to the TX Law

External Resource Reference Guides:

- TX Ethics Commission A Guide to Ethics Laws for State Officers and Employees
- TX Municipal League COI Disclosure Laws for City Officials, Employees and Vendors

In the event of any discrepancy between the provisions of Federal and local regulations, the most stringent provision will prevail. This Policy does not supersede the authority and duty to comply with the laws and regulations cited above.

This Standard of Conduct and Conflict of Interest Policy will be made available to government officers and employees as well as other identified stakeholders so that they are aware of shared responsibilities, individually or jointly, to ensure that the objectives of the Policy are fully met.

Vendors, contractors, and subcontractors must also be made aware of their responsibilities related to the City's Standard of Conduct and Conflict of Interest Policy.

This Policy should align with and adhere to existing local and State of Texas requirements as well as 2 CFR § 200.318(c), as agreed upon within the executed ARPA-SLFRF Terms and Conditions.

SECTION 3 – DEFINITIONS

- **Business Entity** means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

- **Conflict of Interest (COI)** is an actual or potential COI situation described at 2 CFR 200.318(c)(1) or (c)(2). The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such.

- **COI Point of Contact** means the individual identified in Section 7 of this Policy designated to receive, review, and coordinate necessary guidance, disclosures, and reporting steps as applicable to federal, state, and local handling requirements of all real or potential conflict of interests.

- **Contract** means, for the purpose of Federal Financial Assistance, a legal instrument by which the Entity purchases property or services needed to carry out a program or project under a Federal award, not limited to but including agreements, memorandums of understanding, and purchase orders properly executed with the recipient (or subrecipient).

- **Contractor** means an entity or individual that receives a Contract.

- **Covered Individual** means a Public Officer, employee, or agent of the City.

- **Covered Nonprofit Organization** means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State or any political subdivision of the State (including the City).

- **Covered Transaction** is a non-procurement or procurement transaction that is subject to the prohibitions outlined within this Policy.

- **Direct Benefit** means, with respect to a Public Officer or employee of the City or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- **Equity** means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

- **Federal Financial Assistance** means Federal financial assistance that the City receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

- **Gifts** means payment or enrichment without equivalent retribution or of lesser value. Includes, but is not limited to, money, goods, or any other object, favorable economic opportunities, tips, concessions, benefits, discounts, privileges, or special considerations.

- **Governing Board** means the City Council of the City of Brenham, Texas ("City").

- **Immediate Family Member** is described at 2 CFR 200.465(c)(4) and means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

- **Involved in Making or Administering** means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward, or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official participates in that action.

- **Local Government Officer** is defined as a member of the governing body of a local governmental entity; Mayor, Council Members, local government corporation board members, the City Manager, and employees or other agents of a local governmental entity who exercise discretion in the planning, recommending, selecting, or contracting of a vendor. Also see ---"*local public official"* which means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, transit authority or district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature.

- **Non-Federal Entity** is defined at 2 CFR 200.1.

- **Pass-Through Entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

- **Public Officer** means an individual who is elected or appointed to serve or represent the City (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the City. Other names for the same position may include: "Public Servant" (Texas Penal Code, Ch's 36 & 37, "Municipal Officer" (Texas Local Govt. Code Ch. 145), "Local Public Official" (Texas LGC Ch. 171), "Local Governmental Officer" (Texas LGC CH. 176), and "Public Official" (Texas Govt. Code Ch. 573).

- **Recipient ("ARPA Recipient")** means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award (2 CFR 200.1).

- **Related Party** means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the City/County) of a Covered Individual, of a partner of a Covered Individual, or an Immediate Family Member of a Covered Individual.

- **Subaward** means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- **Subcontract** means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- **Subcontractor** means an entity that receives a Subcontract.

- **Subrecipient** means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

SECTION 4 – CONFLICT OF INTEREST REQUIREMENTS IN TEXAS

4.1 CONFLICT OF INTEREST STANDARDS OVERVIEW

These standards of conduct contained herein are applicable to all procurement application selections, and/or ARPA-SLFRF funds disbursement activities. A common source of alleged wrongdoing revolves around conflicts of interest. Whether real or perceived, these allegations often arise out of situations involving personal financial gain, employment, or special treatment for family members or business relations. To protect all ARPA transactions from the undue influence of such conflicts and to bolster an equitable recovery process, the City of Brenham will maintain this Standards of Conduct and Conflict of Interest Policy throughout the ARPA period of performance.

Prohibited Conflicts of Interest in Contracting. No City of Brenham County employee, officer, or agent (including Subrecipients) may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. In the case of any aforementioned relationships, he/she shall not intervene, either directly or indirectly, in any matter related to them.

- Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

- Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section 4 (4.2)(A), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

4.2 CONFLICT OF INTEREST DISCLOSURE RESPONSIBILITIES

Officers, employees, and agents of the governmental entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, other than an unsolicited item of nominal value that may be accepted under a written policy adopted by the City. This includes, but may not be limited to, gifts, gratuities, favors, benefits, loans, commissions, or other special discounts.

All persons covered by this policy shall fully disclose any real or potential conflicts of interest. Every person must report any act that violates the provisions of this Policy and Standards of Conduct. All persons shall collaborate with any investigation initiated by the City of Brenham, the State of Texas or the Federal

Government related to conflicts of interest.

The City shall adhere to Local Government Code Chapter 176 for specific requirements related to governmental officer disclosures in Texas.

In addition to the expectation that all officers understand and follow local, state, and federal law, and review all solicitation/contract documents and provisions closely, the City designated COI Point of Contact (see ***Section 7*** of this document) will be available to provide guidance on the proper use of a disclosure form and other related code of conduct requirements and details including required federal, state, and local reporting timelines, as applicable.

4.3 FEDERAL, STATE, AND/OR AGENCY-LEVEL DISCLOSURES

4.3.10 CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CIQ: A questionnaire defined by Chapter 176, Texas Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has: (1) an employment or other business relationship with an officer or an officer's family member that results in the officer receiving taxable income that is more than $2,500 in the preceding twelve months; (2) has given an officer or an officer's family member one or more gifts totaling more than $100 in the preceding twelve months; or (3) has a family relationship with an officer.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following: (1) the date that the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or (2) the date that the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member or becomes aware of a family relationship with an officer.

4.3.11 CERTIFICATION OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the Commission's website. The Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The Commission does not have any additional authority to enforce or interpret House Bill 1295.

The Conflict of Interest Questionnaire (Form CIQ) can be reviewed here. *Note, this form copy is only for reference and cannot be filled out by hand. A vendor must use the filing application to generate the form and print it from there. Instructions for filing the form can be accessed here.*

Also refer to https://www.ethics.state.tx.us/ and ***Section 2 – Resource References*** of this document for additional links to access Form 1295 Frequently Asked Questions and related laws and regulations.

What Contracts Apply to Form 1295?

The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- has a value of at least $1 million or is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Gov't Code § 2252.908; 1 T.A.C. §§ 46.1(b), 46.3(a). The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

- the governing body has legal authority to delegate to its staff the authority to execute the contract;
- the governing body has delegated to its staff the authority to execute the contract; and
- the governing body does not participate in the selection of the business entity with which the contract is entered into.

4.3.12 CONFLICT OF INTEREST DISCLOSURES BY GOVERNMENT OFFICER (CIS)

The notice to the appropriate local governmental entity when a local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code. It provides the nature and extent of business and/or family relationships between officer and vendor and other disclosures, in accordance with Section 176.003 of the Local Government Code. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

1. An officer must file a statement if the officer or officer's family member has an employment or other business relationship with a vendor that results in the officer or officer's family member receiving

taxable income of more than $2,500 in the preceding twelve (12) months. An officer who only receives investment income, regardless of the amount, is not required to file a disclosure statement. Investment income includes dividends, capital gains, or interest income gained from a personal or business checking or savings account or another similar account, a personal or business investment, or a personal or business loan.

2. An officer is required to file a statement if the officer or officer's family member accepts one or more gifts (including lodging, transportation, and entertainment accepted as a guest) from a vendor that has an aggregate value of more than $100 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, if the gift: (1) is a political contribution; (2) is food accepted as a guest; or (3) is offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

3. An officer is required to file a statement if the officer has a family relationship with the vendor.

SECTION 5 – GIFT STANDARDS

Chapter 36 of the Penal Code prohibits public servants from accepting certain gifts or benefits. Violations of the laws in this chapter carry criminal penalties, and complaints alleging such violations are handled by local prosecutors, not by the Texas Ethics Commission.

Subject to the few exceptions set forth below and further described in the *Penal Code Section 36.08*, a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Vendor/Contractor, or a Subcontractor or other direct recipients of ARPA-SLFRF related benefits.

Exception. A Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of $20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this does not exceed $50 in a calendar year:

- Honorariums for participating in meetings;
- Advertising items or souvenirs of nominal value; or
- Meals furnished at banquets.

Even if the acceptance of a gift is legally permissible, a governmental Officer or employee as well as vendors/contractors should always consider whether the gift raises the appearance of impropriety before giving or accepting.

Internal Reporting. A Covered Individual shall report any gift accepted to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency.

- A subrecipient shall also report all potential instances of known or potential conflicts of interest to the City (also referred to as the ARPA Recipient or the Pass-Through Entity) and all instances of gifts, excluding those that fall within the exceptions outlined in 5.1(a).

SECTION 6 – VIOLATIONS OF POLICY

Any alleged violations of the standards set forth in this Policy shall be immediately referred to the City's COI Point of Contact. The offending employee, officer, or agent will be subject to disciplinary actions that could result in their termination of employment.

Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising concerning the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract.

Disciplinary Actions for Contractors and Subcontractors. The City shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

Knowingly violating the terms of an agency's ethics and conflict of interest policy may also be penalized as a criminal offense. Any such occurrence will be reviewed on a case-by-case basis to determine steps beyond above stated disciplinary actions.

- As outlined in Chapter 176 of the Texas Government Code, "an officer or vendor who knowingly fails to file a statement or a disclosure when required to do so commits a Class A, B, or C misdemeanor, depending on the amount of the contract. It is an exception to prosecution that an officer/vendor files a statement/questionnaire not later than the seventh day after the date the person receives notice from the city of the alleged violation."

Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the City shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the City, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

SECTION 7 – CONFLICT OF INTEREST POINT OF CONTACT

While all stakeholders have a responsibility to understand what represents a potential, perceived, or real conflict of interest and to follow state and local disclosure mandates, the City of Brenham has taken an additional step by identifying a centralized point of contact to oversee the collection, reporting, communications, and guidance related to real or potential conflicts of interest on all ARPA-SLFRF funded activities. The designated POC will ensure required state and local forms are completed, shared, and retained in a compliant manner. The designated POC will be available to provide information throughout the entire project life cycle for all SLFRF covered transactions.

The designated COI Point of Contact may be updated as needed, but at the time of publication of these Standards, the following information is accurate:

TITLE	FIRST & LAST NAME	EMAIL ADDRESS	PHONE NUMBER
COI Point of Contact (City Secretary)	Jeana Bellinger	jbellinger@cityofbrenham.org	979-337-7567

1. **PRIOR TO AWARD OF CONTRACT OR SUBAWARD.**
   a. Prior to the award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
   b. Prior to the award of a Contract or Subaward, appropriate ethics and conflict of interest related provisions should be included in solicitations and contractual template language.
   c. Identified potential conflicts will be reviewed and evaluated. Removal from project involvement at any stage or removal from award consideration with a written record and other measures may be identified.

2. **MANAGEMENT PRIOR TO AWARD OF CONTRACT OR SUBAWARD**
   If, after completing the Texas Ethics Commission COI related Forms, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the City Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

   a. <u>Accept the finding of the COI Point of Contact</u> and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from either:

      1) the Federal awarding agency (US Treasury) with appropriate mitigation measures, or
      2) the Pass-Through Entity (the ARPA Recipient) if a subrecipient

   b. <u>Reject the finding of the COI Point of Contact</u> and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall, in writing, document a justification supporting such rejection. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the City may enter into the Contract or Subaward in accordance with the purchasing or subaward policy.

3. **POST AWARD OF CONTRACT OR SUBAWARD**
   All contractors, subrecipients, awardees, beneficiaries and other identified stakeholder agents have an ongoing responsibility to provide notification immediately after the identification of any potential conflict of interest.

   In accordance with Chapter 176, Local Government Code, if the conflict involves a government officer of the City, the Conflicts Disclosure Statement (Form CIS) will be provided to the COI Coordinator serving as the "Records Administrator" no later than seven (7) business days from date of initial identification.

Confidentiality & Public Information Act

- Potential conflicts of interest reports by a third party will remain anonymous and will be reviewed with legal representatives as appropriate.
- Reports of potential conflict of interest by the affiliated parties will be reviewed with a determination of the next steps.
- All filed COI disclosures in Texas will be subject to the Texas Public Information Act.

4. GENERAL ADMINISTRATION

The Texas statements and disclosures must be filed with the records administrator of the city. A records administrator includes a city secretary, a person responsible for maintaining city records, or a person who is designated by the city to maintain the statements and disclosures filed under Chapter 176.

A city that maintains a website is required to post on that site statements and disclosures that are required to be filed under Chapter 176. However, a city that does not have a website is not required to create or maintain one.

The following conflict of interest documents, as deemed necessary by legal counsel and as applicable to any ARPA-SLFRF transactions will be retained on record:

- All types of disclosures including conflict of interest notifications via Conflict of Interest Disclosure (Form CID) or any other format;
- Certification of Interested Parties (Form 1295) as applicable;
- Conflict of Interest Questionnaire (Form CIQ);
- Cases of failure to disclose;
- Reviews or investigation of alleged conflicts; or
- Action(s) taken, or resolution(s).

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

These ARPA/SLFRF Standards of Conduct and Conflict of Interest Policies and Procedures have been reviewed and adopted as applicable by legal or otherwise authorized representatives of the City of Brenham and are thereby approved on July 16, 2026.

______________________________	______________________________
Printed Name	Title of Authorized Representative
______________________________	______________________________
Signature of Authorized Representative	Date

City of BRENHAM

City Council Regular Meeting
AGENDA ITEM 13

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-26-023 in Connection with a Grant Agreement (2517BRENM) Related to Various Taxiways, Roadways, and Stormwater Projects at the Brenham Municipal Airport**

Meeting Date: July 16, 2026

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

In November of 2021, the FAA announced the availability of Infrastructure Investment and Jobs Act (IIJA) funds for certain federally eligible general aviation airports. The airport-specific allocations known as Airport Infrastructure Grants (AIG) are allocated to airports for five years, starting with federal fiscal year 2022 and ending in federal fiscal year 2026. Brenham Municipal Airport was allocated $295,000 for FY22, $292,000 for FY23, $294,000 for FY24, $282,000 for FY25, and $285,000 for FY26. Each AIG grant requires a local match of at least 10% of the total project cost. IIJA AIG funds can be used on revenue-generating projects, whereas very few other FAA funding sources are eligible for use for revenue-generating projects.

In accordance with the Brenham Airport Master Plan, we have begun preparations to use our IIJA AIG allocation to complete the design and construction of an extension to Aviation Way and general civil site preparations to allow for future hangar construction. This project is not anticipated to exceed $306,600 and is a reimbursable grant where the City will front the costs and be reimbursed by TxDOT. Reimbursement is planned to occur with monthly pay app requests. This access road and apron IIJA project will be at the 95/5 rate for the design portion but will be 90/10 for the construction.

ATTACHMENTS:

1. Resolution No. R-26-023
2. Designation of Sponsor

FUNDING SOURCE:

Fund 203 FY2026-27 proposed budget

RECOMMENDATION:

Approve Resolution No. R-26-023 in connection with a Grant Agreement (2517BRENM) related to various taxiways, roadways, and stormwater projects at the Brenham Municipal Airport.

RESOLUTION NO. R-26-023

(Grant Agreement Federal/ State Funded Project TxDOT not Agent)

WHEREAS, the City of Brenham intends to make certain improvements to the Brenham Municipal Airport; and

WHEREAS, the general description of the project is: Design and Construction to add aprons and taxiways, extend and improve a vehicle access road, remove a direct access taxiway, and add stormwater detention facilities and associated appurtenances; and

WHEREAS, the City of Brenham intends to request financial assistance from the Texas Department of Transportation (TxDOT") for these improvements; and

WHEREAS, the City of Brenham will be responsible for the total project cost and will seek 95% reimbursement for design and 90% reimbursement for construction from TxDOT.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham that Megan Mainer, Interim City Manager is hereby directed and authorized to execute on behalf of the City of Brenham, at the appropriate time, all agreements and associated documents with the Texas Department of Transportation, and such other parties, as shall be necessary and appropriate for the implementation of said improvements to Brenham Municipal Airport.

PASSED AND APPROVED on this the 16th day of July, 2026.

____
Atwood C. Kenjura
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Atwood Kenjura, Mayor,
(Name) (Title)
with the City of Brenham designates Megan Mainer / Interim City Manager
(Sponsor Name) (Name , Title)
as the City of Brenham authorized representative for the 2517BRENM project,
(Sponsor Name)
who shall have the authority to make approvals and disapprovals as required on behalf of the City of Brenham.
(Sponsor Name)

Brenham, Texas
(Sponsor)

By:____________________
(Signature)

Title: Mayor

Date:____________________

DESIGNATED REPRESENTATIVE

Mailing Address: P. O. Box 1059

Brenham, TX 77834-1059

*Physical/Overnight Address: 200 W. Vulcan St

Telephone Number: 979-337-7675

E-Mail Address: mmainer@cityofbrenham.org

City Council Regular Meeting

AGENDA ITEM 14

Agenda Item: **Discuss and Possibly Act Upon the Award of RFQ No. 26-011 Related to Engineering, Design Services, and Construction Administration for the Extension of Aviation Way at the City of Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: July 16, 2026

Department: Administration

Staff Contact: Megan Mainer, Assistant City Manager

SUMMARY STATEMENT:

In November 2021, the FAA announced the availability of Infrastructure Investment and Jobs Act (IIJA) funds for certain federally eligible general aviation airports. The airport-specific allocations known as Airport Infrastructure Grants (AIG) are allocated to airports for five years, starting with federal fiscal year 2022 and ending in federal fiscal year 2026. Brenham Municipal Airport was allocated $295,000 for FY22, $292,000 for FY23, $294,000 for FY24, $282,000 for FY25, and $285,000 for FY26. Each AIG grant requires a local match of at least 10% of the total project cost. IIJA AIG funds can be used on revenue-generating projects, whereas very few other FAA funding sources are eligible for use for revenue-generating projects.

In accordance with the Brenham Airport Master Plan, we have begun preparations to use our IIJA AIG allocation to complete the design and construction of an extension to Aviation Way and general civil site preparations to allow for future hangar construction. This project is a reimbursable grant where the City will front the costs and be reimbursed by TxDOT. Reimbursement is planned to occur with monthly pay app requests. This access road and apron IIJA project will be at the 95/5 rate for the design portion but will be 90/10 for the construction. The City has $292,000.00 in IIJA funding and the City anticipates a total out-of-pocket cost of $14,600.00 once all TxDOT reimbursement payments have been made.

RFQ No. 26-011 was issued to select a consultant to engineer and design the apron and taxilane pavement improvements for multiple hangars, a vehicle access road, and provide bidding services and construction administration during construction of the project. The request for qualifications for advertising and submission was as follows:

- Issuance of RFP Thursday, April 16, 2026
- 1st Publication Date Thursday, April 16, 2026
- 2nd Publication Date Thursday, April 23, 2026
- RFP Question Deadline (5:00 PM) Thursday, April 29, 2026
- Proposal Submission Deadline (2:00 PM) Thursday, April 30, 2026

The city received submissions from Edge Engineering, Kasig LLC, Michael Baker Inc., and Strand Associates Inc. The evaluation panel consisted of three city employees who reviewed and scored the submissions based on the following criteria:

- Recent experience of the project team with comparable airport projects within the last 10 years: 25 points
- Proposed technical approach: 25 points
- Project design schedule and ability to meet schedules and deadlines: 25 points
- Qualifications and experience of the individuals listed in the statement of qualifications: 25 points

On May 8, the evaluation committee scored the four submissions and ranked Strand as the most qualified proposer with 289 points, or an average score of 96 out of 100.

Staff recommends City Council award RFQ No. 26-011 related to Engineering, Design Services, and Construction Administration for the extension of Aviation Way at the City of Brenham Municipal Airport to Strand Associates Inc. for an amount not to exceed $292,000.00 and authorize the Mayor to execute any necessary documentation.

ATTACHMENTS:

1. Scoresheet
2. PSA Agreement

FUNDING SOURCE:

RECOMMENDATION:

Award RFQ No. 26-011 related to engineering, design services, and construction administration for the extension of Aviation Way at the City of Brenham Municipal Airport to Strand Associates Inc. in an amount not to exceed $292,000.00 and authorize the Mayor to execute any necessary documentation.

RFQ NAME/NO.RFQ 26-011 Design and Construction Administration Services- Brenham Municipal Airport Improvements

Firm	**Recent experience of the project team with comparable airport projects within the past ten (10) years.** Do the qualifications indicate that the project team has recent direct experience on other general aviation airports designing similar improvements to those proposed at this location?	**Proposed technical approach** Does the project team provide evidence of understanding of the project and any unique aspects associated with the proposed project and how to address them?	**Project design schedule and ability to meet schedules and deadlines** Does the proposed design team have sufficient time to work on this project? Has the team demonstrated an ability to meet design schedules in the past? Reasonableness of proposed schedule?	**Qualifications and experience of the individuals listed in the statement of qualifications** Do the individual team members listed in the statement of qualifications have the qualifications, professional background, and recent experience to complete projects awarded under this RFQ?	**Total Points**
EDGE	56	55	55	60	226
KASIG	53	62	61	64	240
MICHAEL	71	64	60	70	265
STRAND	69	74	74	72	289

AGREEMENT
BETWEEN
SPONSOR AND ENGINEER
FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WASHINGTON §

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made, entered into, and executed by and between the **City of Brenham**, hereinafter called the "Sponsor" and **Strand Associates, Inc.**, hereinafter called the "Engineer".

W I T N E S S E T H

The Sponsor intends to construct two aprons and taxiways, a vehicular service road, stormwater detention facilities and associated appurtenances, and remove a direct access taxiway at the Brenham Municipal Airport, hereinafter called the "Project".

The scope of this Agreement is to obtain professional engineering services for the Preliminary Engineering Report Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase in connection with said Project.

A G R E E M E N T

The Sponsor and the Engineer, in consideration of the mutual covenants and agreements herein continued, do mutually agree as follows:

Pursuant to the terms of this Agreement and the Airport Project Participation Agreement entered into by and between Sponsor and Texas Department of Transportation ("TxDOT"), Sponsor agrees to employ the Engineer on behalf of the Sponsor. The Engineer agrees to perform professional engineering services in connection with the Project as stated in the sections to follow and outlined hereinafter. Upon rendition of these services, the Sponsor agrees to pay to the Engineer compensation for these services as agreed herein. All services performed under this Agreement shall be performed under the direct supervision of the Sponsor. The Sponsor will act as referee in all questions arising under the terms of this Agreement between the parties, and the Sponsor's decisions shall be final and binding.

SECTION 1 - SCOPE OF SERVICES

1.1. Services of the Sponsor

1.1.1. The Sponsor will furnish items as listed in Attachment A, "Services to be Provided by the Sponsor" attached hereto and made a part of this Agreement.

1.2. Services of the Engineer

1.2.1. The Engineer will furnish engineering and/or surveying services as set forth in Attachment B, "Basic Services to be Provided by the Engineer" and Attachment H, "Soils Investigation and Materials Testing for Design", attached hereto and made a part of this Agreement.

1.2.2 The Engineer's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care"). The Engineer agrees that it is experienced and fully qualified to perform the services contemplated by this Agreement, and that it is properly licensed pursuant to applicable law to perform such services. The Engineer shall be responsible, in accordance with the Standard of Care, for the completeness and accuracy of the Engineer's services, drawings and specifications, subject to the terms of this Agreement.

SECTION 2 - PROGRESS

2.1. After execution of this Agreement, the Engineer shall not proceed with the services in each phase outlined under "Scope of Services" until authorized in writing by the Sponsor to proceed.

2.2. The Engineer shall, from time to time during the progress of the services, confer with the Sponsor. The Engineer shall prepare and present such information and studies as are shown in Attachment B.

2.3. At the request of the Sponsor or the Engineer, conferences shall be conducted at locations designated by the Sponsor. When requested by the Sponsor, these conferences shall also include review of the Engineer's services provided pursuant to this Agreement.

2.4. The services will be subject to periodic review by the Federal Aviation Administration (FAA) and/or Sponsor.

2.5. It is of primary importance to the Sponsor that the services within this Agreement be provided according to the agreed upon Schedule, Attachment C, attached hereto and made a part of this Agreement. Undue delays within the control of the Engineer may be considered as reason for termination of the Agreement as provided in Section 9.

2.6. Should the Sponsor desire to suspend the services, but not terminate the Agreement, this may be done by thirty (30) days' notice of suspension of services given by the Sponsor in writing to that effect, and the services may be reinstated by Sponsor and shall be resumed by Engineer in full force and effect upon receipt by the Engineer from the Sponsor of sixty (60) days' notice in writing to that effect.

2.7. If services are suspended for more than 180 days at the request of the Sponsor, the Agreement may be renegotiated at the request of the Engineer or unilaterally terminated by the Engineer.

2.8. All employees and/or sub-consultants assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Sponsor may instruct the Engineer to immediately remove any employee and/or sub-consultant from association with services authorized in this Agreement if, in the sole opinion of the Sponsor, the services do not comply with the terms of this Agreement or if the conduct of the employee and/or sub-consultant becomes detrimental to the services.

2.9. The Engineer certifies that Engineer has adequate qualified personnel for performance of the services required under this Agreement or will be able to obtain such personnel from sources other than the Sponsor.

2.10. The Engineer shall prepare monthly progress reports in sufficient detail to support the progress of the services and vouchers requesting monthly payments.

2.11. The Engineer shall furnish all equipment, materials and supplies required to perform the services under this Agreement except as expressly provided otherwise herein.

SECTION 3 - CHANGES OF SERVICES

3.1. The Sponsor will have the right to make changes and alterations in the services of the Engineer as may be considered necessary or desirable. Changes and/or alterations that reduce the lump sum fee will be negotiated between the Sponsor and the Engineer. Changes and/or alterations that increase the lump sum fee will be handled as Additional Services as stated in Section 4. Such changes and alterations shall not be considered as a waiver of any conditions of the Agreement, nor shall they invalidate any of the provisions thereof. The Engineer shall perform the services as changed or altered.

3.2. When required to do so by the Sponsor, the Engineer shall make such revisions as are necessary to correct Engineer's errors or omissions in the services. No additional compensation shall be paid for these services.

3.3. If the Sponsor requests changes to services previously completed by the Engineer and accepted by the Sponsor, the Engineer shall make such changes as directed by the Sponsor. Except for corrective work described in subsection 3.2 herein above, this will be considered additional services and paid for as specified in Section 4 - Additional Services.

SECTION 4 - ADDITIONAL SERVICES

4.1. When authorized by a Supplemental Agreement, the Engineer will furnish additional services as listed in Attachment D, "Additional Services to be Provided by the Engineer" attached hereto and made a part of this Agreement.

4.1.1. Compensation for such services will be in accordance with Section 5 - Payments to the Engineer.

4.2. If the Engineer is of the opinion that any services Engineer has been directed to perform is beyond the scope of this Agreement and constitutes additional services, Engineer shall promptly notify the Sponsor in writing and obtain written approval from the Sponsor prior to performing the additional services.

4.2.1. In the event the Sponsor finds that such services do constitute additional services, the Sponsor shall so advise the Engineer, in writing, and pursuant to a Supplemental Agreement shall provide extra compensation to the Engineer for doing additional services covered in Section 5 -

Payments to the Engineer.

SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. Methods of Payment for Services and Expenses of Engineer

5.1.1. For Basic Services. Sponsor shall pay Engineer for Basic Services as set forth in Attachment E, "Basic Services to be Provided by the Engineer."

5.1.1.1. A lump sum amount shall be allocated to the phases of the Project as set forth in Attachment E, "Lump Sum Fee Distribution to the Engineer" attached hereto and made a part of this Agreement.

5.1.2. For Additional Services. Sponsor shall pay Engineer for services rendered under Section 4 - Additional Services in accordance with the provisions of the Supplemental Agreement to Engineering Services Agreement pertaining to the services provided.

5.2. Times of Payments

5.2.1. Partial payments shall be made monthly in proportion to those parts of the services that have been accomplished, as evidenced by monthly statements submitted by the Engineer to the Sponsor. In no case shall the partial payments be in excess of the value of the services completed at the time the statement is rendered.

5.2.2. The Engineer shall submit a monthly statement as directed by the Sponsor showing an estimate of the Basic Services rendered and the actual approved Additional Services rendered. All payments shall be submitted no later than ninety days after performing the services or incurring the costs. Payment by Sponsor shall be governed by Texas Government Code Chapter 2251, as amended.

5.3. Other Provisions Concerning Payments

5.3.1. Payments to the Engineer for Additional Services rendered will be based upon itemized and certified statements detailed to show the names of the employees and the time worked. Monthly statements should include authorized non-salary expenses with supporting itemized invoices for additional services.

5.3.2. Statements and supporting documents will be submitted to the Sponsor no more than monthly. Payment forms must be submitted with or as an Engineer's statement. Upon receipt and approval of each statement, the Sponsor shall pay the amount which is due and payable as provided herein within thirty (30) days of invoice receipt.

5.3.3. Final payment of any money due will be made to the Engineer after satisfactory completion of all services and obligations covered in this Agreement in accordance with the Standard of Care and acceptance of the services by the Sponsor.

5.4. Maximum Amount of Payment

5.4.1. The maximum amount allowable for payment under this Agreement is **$292,000.00** for all

Basic Services furnished under Section 1 and as set forth in Attachment B and Attachment H.

SECTION 6 - CONSULTANTS

6.1. The Engineer shall not sublet or transfer any portion of the services under this Agreement unless approved by the Sponsor in writing. Subconsultants shall comply with the provisions of this Agreement and all state and federal regulations as applicable. Subcontracts may, at the option of the Sponsor, require approval of content. The Engineer shall provide to the Sponsor a list of all subconsultants that will perform the services and the contract amount of each subcontract on forms provided by the Sponsor. The Engineer shall provide a copy of the executed Agreement between the Engineer and each subconsultant when requested by the Sponsor.

6.2. In the event the Engineer provides any of the services set out in this Agreement by subcontracting the same with a subconsultant, the Engineer shall take all steps necessary and appropriate to ensure that said subconsultant indemnifies the Sponsor and at the option of the Engineer, the Engineer for liability arising from any negligent acts or omissions of said subconsultant, it being the express intention of the parties hereto that any liability for said acts or omissions shall be the responsibility of said subconsultant. In the event that Engineer does not take such appropriate and necessary steps to ensure the indemnification described in this provision, Engineer shall assume such liability as is described in this provision, and hereby agrees to so indemnify the Sponsor for such negligent acts or omissions of said subconsultant as are described herein.

SECTION 7 – AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS

7.1. The Engineer shall comply with the provisions of Attachment F, "Special Provision Contractor Contractual Requirements and Title VI Assurances" attached hereto and made a part of this Agreement.

SECTION 8 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

8.1. Disadvantaged Business Enterprise requirements do not apply to this Agreement.

SECTION 9 - TERMINATION OF AGREEMENT

9.1. The Agreement may be terminated upon the occurrence of any of the following conditions:

9.1.1. By mutual Agreement and consent of both parties in writing.

9.1.2. By the Sponsor by notice in writing to the Engineer as consequence of failure by the Engineer to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Engineer.

9.1.3. By either party, upon the failure of the other party to fulfill its obligations as set forth in Section 1 - Scope of Services.

9.1.4. By the Sponsor for reasons of its own, or for Sponsor's convenience without any reason at all, and not subject to the mutual consent of the Engineer by delivering a written Notice of Termination to the Engineer, which shall take effect on the tenth (10th) day following receipt.

9.1.5. By the condition stipulated in Section 2.7.

9.1.6. Reserved.

9.1.7. By the condition stipulated in Section 22.1, "Child Support Certification".

9.1.8. By satisfactory completion of all services and obligations described herein.

9.2. Should the Sponsor terminate this Agreement, no fees other than fees due and payable at the effective date of termination, shall be paid to the Engineer. In determining the value of the services performed by the Engineer prior to termination, the Sponsor shall be the sole judge. Payment for services at termination will be based on services completed at that time.

9.3. If the Engineer defaults in performance of this Agreement or the Sponsor terminates the Agreement for fault on the part of the Engineer, the Sponsor will give consideration to the actual costs incurred by the Engineer in performing services to date of default, the amount of services required which was satisfactorily completed, in accordance with the Standard of Care, to date of default, the value of the services which is usable to the Sponsor, the cost to the Sponsor of employing another firm to complete the services required and the time required to do so, and other factors which affect the value to the Sponsor of the services performed at time of default.

9.4. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, obligations and liabilities of the Sponsor and Engineer under this Agreement with regard to payment only. If the termination of this Agreement is due to the failure of the Engineer to fulfill Agreement obligations, the Sponsor may take over the project and prosecute the services to completion by Agreement or otherwise. In such case, the Engineer shall be liable for any additional costs for professional services resulting from the Engineer's default.

SECTION 10 - DISPUTES

10.1. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of procurements made by the Engineer in support of the services authorized herein.

SECTION 11 - OWNERSHIP OF DOCUMENTS

11.1. Work for Hire. All services provided under this Agreement are considered work for hire and as such all final plans and specifications created or collected under the terms of this Agreement are the property of the Sponsor.

11.2. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to Engineer by the Sponsor shall be delivered to the Sponsor upon completion or termination of this Agreement. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Sponsor under this Agreement, but further use of the data will at the Engineer's own risk and without liability or legal exposure to the Sponsor.

11.3. Release of Design Plan. The Engineer (1) will not release any design plan created or collected under this Agreement except to its subconsultants as necessary to complete the Agreement; (2) shall include a provision in all subcontract which acknowledges the Sponsor's and Sponsor's ownership of the design plan and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for improper use of the design plan by its employees, officers, or sub-providers, including costs, damages, or other liability resulting from improper use.

11.4. Any reuse without the written verification or adaptation by the Engineer of the plans and specifications by the Sponsor for purposes other than those directly associated with this specific Agreement and Project are at the Sponsor's own risk and without liability or legal exposure to the Engineer.

SECTION 12 - COMPLIANCE WITH LAWS

12.1. The Engineer shall comply with applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of courts, or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Engineer shall furnish the Sponsor with satisfactory proof of Engineer's compliance.

12.2. The Engineer certifies that it complies with Attachment J, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, attached hereto and made a part of this Agreement, and is not currently prevented from entering into any federally funded contract.

SECTION 13 - INDEMNITY

13.1. The Engineer shall indemnify and save harmless the Sponsor and its officials, officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and to the extent caused by error, omission, or negligent act of the Engineer or any person employed by the Engineer, except to the extent of the limitations expressed in Texas Local Government Code Section 271.904, as amended. The Engineer shall also indemnify and save harmless the Sponsor from any and all expense, including, but not limited to, attorney fees which may be incurred by the Sponsor in litigation or otherwise resulting said claim or liabilities which may be imposed on the Sponsor as a result of such activities by the Engineer or its employees, except to the extent of the limitations expressed in Texas Local Government Code Section 271.904, as amended.

13.2 Section 13.1 above is expressly applicable to all items, clauses, codicils, and addenda of this Agreement.

SECTION 14 - ENGINEER'S WARRANT

14.1. The Engineer warrants that Engineer has not employed or retained any company or persons, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that Engineer has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 15 - SUCCESSORS AND ASSIGNS

15.1. The Sponsor and the Engineer each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without written consent of the other.

SECTION 16 - ENGINEER'S SEAL

16.1. The Engineer shall place the seal of a registered Texas Professional Engineer as endorsement on all documents and engineering data furnished by the Engineer to the Sponsor when such seal is required under Texas law.

SECTION 17 - INSPECTION OF ENGINEER'S BOOKS AND RECORDS

17.1. The Sponsor may, for purpose of termination of the Agreement prior to completion, examine the books and records of the Engineer for the purpose of checking the amount of the services performed by the Engineer at the time of Agreement termination. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at the Engineer's office during the Agreement period and for three years from the date of final payment under the Agreement, for inspection by the Sponsor, the Federal Aviation Administration, and the U.S. Department of Transportation, Office of Inspector General. The Comptroller General of the United States, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts, and transcriptions.

17.2. The State Auditor may conduct an audit or investigation of any entity receiving funds from Sponsor directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

SECTION 18 - WARRANTIES OF SIGNATORY

18.1. The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the firm for which the signatory has executed this Agreement and that the signatory has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Sponsor to enter into this Agreement.

SECTION 19 - INSURANCE

19.1. The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

19.2 The Engineer shall, upon its execution of this Agreement, furnish certificates of insurance to the Sponsor evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Engineer will supply the Sponsor with certificates of insurance and, if applicable, amendatory riders or endorsements that clearly evidence the continuation of all coverage in substantially the same manner, limits of protection and scope of coverage as was provided by the previous policy. The Engineer shall cause its insurance companies to provide the Sponsor with at least 30 days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of A-/VI or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.
b. Commercial General Liability insurance including coverage for Products/ Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

    $2,000,000 General Aggregate Limit

    $1,000,000 Each Occurrence, combined single limit $1,000,000 Aggregate Products, combined single limit

    $1,000,000 Aggregate Personal Injury/Advertising Liability $50,000 Fire Legal Liability

    $5,000 Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate, which insurance shall be maintained for a period that will cover claims made within three (3) years after the substantial completion of the Project.

19.3 The Sponsor and the Sponsor's agents, directors, officers and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e" and the Sponsor shall be provided any defense provided under such policies. All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Sponsor and the Sponsor's agents and employees, with the exception of insurance required under paragraph "e." Claims made policies are not allowed, with the exception of insurance required under paragraph "e."

19.4 If the Engineer fails to furnish and maintain the insurance required by this Agreement, the Sponsor may terminate this Agreement. Engineer shall within ten (10) days notify Sponsor of any change in the insurance coverage amounts or the insurance companies used by Engineer in conjunction with this Agreement.

SECTION 20 - OPINIONS OF COST

20.1. Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer.

SECTION 21- ENTIRE AGREEMENT

21.1. This Agreement together with the Attachments, Exhibits and Special Provisions identified herein constitutes the entire Agreement between the Sponsor and the Engineer and supersedes all prior written or oral understandings. This Agreement and Attachments, Exhibits, and Special Provisions may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 22 - CHILD SUPPORT CERTIFICATION

22.1. Under Section 231.006 of the Family Code, the Engineer certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate. The Engineer further acknowledges that he or she has read Attachment I, attached hereto and made a part of this Agreement.

SECTION 23 - APPLICABLE LAW

23.1. Under Section 22.055 (a), Transportation Code, Chapter 22, this Agreement is made pursuant to the law governing the making of Agreements by or on behalf of a local government.

SECTION 24 - PROHIBITED TECHNOLOGIES

24.1 In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT or Sponsor determined to be a Prohibited Technology by TxDOT or Sponsor. A list of entities currently determined to be Prohibited Technologies is available at https://ftp.txdot.gov/pub/txdot/itd/cybersecurity/prohibited-technologies-list-cybersecurity.pdf

SECTION 25 – DEBT TO THE STATE

25.1. If the Comptroller is currently prohibited from issuing a warrant to the Engineer because of a debt owed to the State, then the Engineer agrees that any payments owing under the Agreement will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

SECTION 26 – VENUE

26.1. Exclusive venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties hereto in Washington County, Texas.

SECTION 27 – ENGINEER’S EMPLOYEES

27.1 By executing this Agreement, the Engineer is certifying that the Engineer does not have any knowledge that any of its employees or any employees of a sub-provider who are expected to provide services under this Agreement have a relative that is employed by the Sponsor unless the Engineer has notified the Sponsor of each instance. The term "relative" refers to a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or the grandparent, parent, sibling, child, or grandchild of the person’s spouse.

SECTION 28 - ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION: Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253):

28.1 “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

28.2 Engineer hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of the Professional Services Agreement.

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

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

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

SECTION 29 - FORCE MAJEURE

29.1 Sponsor and Engineer shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of either party or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of Sponsor or Engineer. The schedule governing the timing for Sponsor's or Engineer's performance shall be equitably extended to address any such force majeure events impacting Sponsor's or Engineer's time for performance.

SECTION 30 – WAIVER

No consent or waiver, express or implied, by either party to this Agreement, to or of any breach or default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

SECTION 31 – SEVERABILITY

If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be not affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

IN WITNESS WHEREOF, Each party is signing the agreement on the date stated under that party's signature. The agreement shall take effect on the signature of both parties (the "Effective Date")

ENGINEER	**SPONSOR**
(Signature)	(Signature)
Joseph M. Bunker	
(Printed Name)	(Printed Name)
Corporate Secretary	
(Title)	(Title)
(Date)	(Date)

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE SPONSOR
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Sponsor shall do the following in a timely manner so as not to delay the services of the Engineer:

1. Provide sufficient criteria and information as to the Sponsor's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the Sponsor will require to be used for the Project.

2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Sponsor's possession relative to the existing facilities and to the Project.

3. Furnish the Engineer available data in the Sponsor's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.

4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.

5. Give prompt written notice to the Engineer whenever the Sponsor observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).

6. Direct the Engineer to provide necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

ATTACHMENT B
BASIC SERVICES TO BE PROVIDED BY THE ENGINEER
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

The Engineer shall provide professional engineering services in all phases to which this Agreement applies as hereinafter provided. These services will include serving as the professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

The Engineer shall be knowledgeable with the most current versions of Federal Aviation Administration Advisory Circulars required for use in AIP funded projects and Texas Department of Transportation Aviation Division Construction Contract General Provisions, and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges.

All employees and/or subconsultants assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Sponsor may instruct the Engineer to immediately remove any employee and/or subconsultant from association with services authorized in this Agreement if, in the sole opinion of the Sponsor, the services does not comply with the terms of this Agreement or if the conduct of the employee and/or subconsultant becomes detrimental to the services.

The Engineer must notify the Sponsor in writing as soon as possible, but no later than fourteen (14) business days after project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

If the Engineer replaces the project manager or key personnel, the Sponsor must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Sponsor determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace with one satisfactory to the Sponsor within thirty (30) calendar days.

A. Preliminary Engineering Report Phase

After written notice to proceed with the Preliminary Engineering Report Phase, Engineer shall:

1. Attend conferences and meetings including a Pre-design Conference with the Sponsor and other interested parties to review available data and to clarify and define schedules and requirements of the Project.

2. Perform field surveys, including any necessary topographic or other surveys required to collect data necessary for the design of the Project excluding boundary and rights-of-way surveys.

3. Perform soils investigations and materials testing for the design of the Project. Prepare a geotechnical investigation report and furnish one (1) copy to the Sponsor as part of the Preliminary Engineering Report. Soils Investigation and Materials Testing shall include but not be limited to the items listed in the Attachment for, "Soils Investigation and Materials Testing for Design". Items listed in Attachment H will be paid under the provisions of Section 5 - Payment to the Engineer. Soils Investigation and Materials Testing in excess of those items listed in the Attachment will be paid for under the provisions of Section 4 -Additional Services.

4. Prepare a Preliminary Engineering Report consisting of but not limited to a general description of the scope of the Project, schematic layouts, sketches, design pavement strength and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, and the alternative solutions available to Sponsor, and setting forth Engineer's findings.

The report will set forth the Engineer's opinion of total probable costs for the Project, potential cost increase based upon anticipated construction year shall be considered and noted. Opinion of total probable costs include but are not limited to the following, which will be separately itemized:

1. Construction costs including contingency
2. Construction Administration costs
3. Resident Project Representative (RPR)
4. Construction testing
5. Allowances including (on the basis of information furnished by Sponsor)

    5.1. Charges of all other professionals and consultants
    5.2. Costs of land and rights-of-way
    5.3 Costs of other services to be provided by others for Sponsor

The total of all such costs, allowances, etc. are hereinafter called "Total Project Cost." The Engineer shall furnish one (1) draft copy of completed report documents to Sponsor and one (1) copy to TxDOT for review. Engineer's opinions of probable Total Project Costs provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, current market forces and prevailing costs.

5. Schedule and attend onsite conference to review completed report documents with Sponsor's Project Manager and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

B. <u>Preliminary Design Phase</u>

After written notice to proceed with the Preliminary Design Phase, Engineer shall:

1. Attend conferences and meetings, as necessary, to obtain information and coordinate and/or resolve design matters.

2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Engineer, may be required for the design of the Project. If approved by the Sponsor, arrange for such work to be done.

3. On the basis of the accepted Preliminary Engineering Report, prepare 70% complete preliminary design documents consisting of all preliminary drawings with design pavement strength notated on title page, bid proposal; technical specifications and modifications using strike-thru and bold method to reflect changes, technical and other related documents. The Engineer shall furnish one (1) copy of the preliminary design documents to Sponsor for review and one (1) copy to TxDOT for review.

4. Furnish to Sponsor a revised opinion of probable total project costs based on the preliminary design drawings and specifications.

5. Attend conference to review preliminary design documents with Sponsor, TxDOT, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

6. Make revisions to the preliminary design documents as may be required after review by Sponsor and TxDOT or other approving authorities.

C. <u>Final Design Phase</u>

After written notice to proceed with the Final Design Phase, Engineer shall:

1. On the basis of the accepted Preliminary Engineering Report or, if applicable, the accepted Preliminary Design documents and the revised opinion of probable total project costs, prepare final design documents consist of all final drawings, bid proposal, Contract Time Determination with documentation; technical specification and modification sheets for each specification identifying all modifications by item and paragraph; technical specifications and modifications using strike-thru and bold method to reflect changes, technical and other related documents. The Engineer shall furnish one (1) copy of the preliminary design documents to Sponsor for review and one (1) copy to TxDOT for review.

2. Provide Contract Time Determination schedule
    1. Develop a contract time determination schedule for use in establishing the calendar days for the plans, specifications & bid form. Schedule shall list Engineer’s production rates and construction industry standard production rates.
    2. Use production rates that are within construction industry standards and include time for specific work items and all related activities.
    3. Use scheduling tools or software.

4. Use appropriate calendars and coding for modeling the type of work and incorporate weather and other constraints in the calendars.
5. Contract time calendar should conform to the definition of a calendar day.
6. Contract time should be a hammock activity beginning from the start of the first activity through the completion of the last activity.
7. The time determination schedule should follow the construction sequencing taking into consideration the breakdown of quantities of work to be done in each phase.

3. Provide required technical criteria, written descriptions and design data; submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and assist Sponsor in consultations with appropriate authorities.

4. Furnish to Sponsor a revised opinion of probable total project costs based on the final design drawings and specifications.

5. Schedule and attend meeting to review final design documents with Sponsor and other approving authorities. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

6. Make revisions to the Final Design Documents as may be required after review by the Sponsor and other approving authorities. After revisions, the Engineer shall furnish one (1) copy of the preliminary design documents to Sponsor for review and one (1) copy to TxDOT for review.

7. Prepare one (1) copy of the Construction Management Plan.

8. Attend conferences and meetings, as necessary, to obtain information and coordinate or resolve design matters.

9. Prepare Final Engineering Report consisting of preliminary engineering report and executive summary of all changes to project scope, design criteria, Total Project Costs and other significant items that are incorporated into the Final Design Documents.

10. Prepare and submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, and supporting documents as necessary and any additional required documentation. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.

11. Prepare a Storm Water Pollution Prevention Plan (SW3P), Erosion Control Plan & details, and supporting documents as necessary.

12. At approximately 75% of design completion, provide a Construction Safety Phasing Plan (CSPP) and Checklist according to FAA AC 150/5370-2F, or current version, to Sponsor for review and comments. The Engineer shall incorporate comments and upload

submittal, documents and Sponsor email into the FAA's OEAAA system for final approval. Provide email confirmation of submittal to Sponsor within one (1) calendar day of submission.

13. Prepare and furnish Sponsor the Airport Construction Emission Inventory form if applicable.

14. Prepare and furnish Sponsor a geometry data file on a computer aided design and drafting (CADD) format to indicate construction items.

D. Bidding Phase

After written notice to proceed with the Bidding Phase, Engineer shall:

1. Prepare all approved issued for construction documents (listed below) at a resolution of 300 dpi on maximum sheet size of 11" x 17" Notice to Bid, Bid Approval section within two (2) weeks from Notice to Proceed date.

2. **Provide separate PDF files electronically for each item listed below**

a. Cost Estimate for Construction (one (1) copy each in PDF and Microsoft Excel format)
b. Sign, sealed and dated Project Drawings
c. Sign, sealed and dated Technical Specifications in one file as specified in the Table of Contents
d. Final sign, sealed and dated Geotechnical Report, if applicable
e. Drawing Index
f. Prepared current Bid Form (TxDOT AVN Form 2506, fillable PDF format that can be downloaded from https://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/aviation/2506.pdf)
g. Construction Management Plan
h. Final Engineering Report

3. Prepare and submit cover sheet with all summarized Construction Administration fees and supporting documentation to Sponsor within three (3) weeks from Notice to Proceed date. Supporting documentation shall include hourly rate and labor estimates for all proposed project support to include but not limited to Construction Administration, Closeout, Material Testing, Resident Project Representative (RPR) and Surveying.

Resident Project Representative (RPR) supporting documentation shall include:

a. Prepared most current version of TxDOT's RPR Proposal Form
b. RPR Resume

4. Submit addenda to Sponsor in Adobe PDF format, with a maximum size of 10MB, as appropriate to interpret, clarify or expand the Bidding Documents no later than seven (7)

calendar days prior to bid opening unless approved by Sponsor. If addenda require a bid form revision, the addenda shall only reference and not include in the body a revised bid form. The revised bid form shall be separate from the Addenda.

5. Conduct an onsite pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers. Prepare and distribute minutes of the conference to the attendees.

6. Evaluate bids, prepare and upload bid tabulation sheets, prepare letter of recommendation after notification from Sponsor.

PROJECT-SPECIFIC ASSUMPTIONS AND CLARIFICATIONS

PRELIMINARY ENGINEERING REPORT

The report shall include a general assessment of available site utilities and anticipated level of effort required to extend utilities to the development site. A recommendation will also be made as to the benefit of including utility extension in the proposed project as opposed to future inclusion with hangar design/development.

PRELIMINARY AND FINAL DESIGN

1. Project taxiway and/or apron pavement will be designed to access proposed future hangars. Other than general site grading for the proposed hangars, design will not include hangar or hangar sitework design.

2. The taxiway pavement will be constructed with TX-341 Dense-Graded Hot-Mix Asphalt over TX-247 Flexible Base over subgrade improvements, as recommended by Geotechnical Engineer.

3. Utility design is not anticipated. If desired as a part of the initial site development project, the design may include coordination with utilities and simple extension of utility service lines (water and electric) to the general site location. Design of utilities shall be considered additional services.

DRAINAGE DESIGN

Up to two detention facilities will be designed to meet Sponsor's detention requirements.

GENERAL

1. Environmental services are not included in this work authorization.

2. Runway safety area evaluation is not included.

3. Complete forecasting of operations is not required for the establishment of the fleet mix for pavement design. Limited research will be conducted in order to designate the critical aircraft and reasonable fleet mix in order to mimic existing published pavement strength.

ATTACHMENT C
WORK SCHEDULE
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Preliminary Engineering Report Phase	9 weeks from Notice to Proceed
Preliminary Design Phase	3 weeks from Notice to Proceed
Final Design Phase	3 weeks from Notice to Proceed
Bidding Phase	As needed

Note: Work Schedule durations do not include review periods by Sponsor, TxDOT, or other agencies.

ATTACHMENT D
ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

If authorized by Supplemental Agreement by Sponsor, Engineer shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Basic Services to be Provided by the Engineer. Compensation for additional services will be in addition to compensation for services performed under Section 1 - Scope of Services.

1. Additional Engineering Services for construction and closeout phases.

2. Services of a resident project representative, and other field personnel as required, for continuous on-site observation of the construction and, if required, for detailed construction layout surveys.

3. Boundary, land, and right-of-way surveys, establishment of monuments; and related office computations and drafting.

4. Preparation of property or easement descriptions and related drawings.

5. Assistance to the Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.

6. Appearance before regulatory agencies.

7. Preparation of Environmental Impact Assessment Reports and assistance to the Sponsor in preparing for and attending public hearings.

8. Detailed mill, shop, and/or laboratory inspections of materials or equipment.

9. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Basic Services.

10. Travel and subsistence for the Engineer and Engineer's staff beyond that normally required under the Basic Services, when authorized by the Sponsor.

11. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.

12. During the construction phase, actual performance of soils materials, foundation investigations, and pavement mix designs, including field and laboratory tests, borings, related engineering analyses, and recommendations necessary for quality control.

13. Preparation of an updated Airport Layout Plan.

14. Any other services required for the project, authorized in writing by the Sponsor, and not otherwise provided for in this Agreement.

ATTACHMENT E
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Subject to the limitations of Section 5 and other provisions of this Agreement the lump sum fee for Basic Services as provided under Section 5 - Payments to the Engineer shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

Phase/Task	**Fee**
Preliminary Engineering Report Phase	
Preliminary Engineering Report	$ 45,000
Survey	$ 11,000
Soil Investigations – Geotech and Testing	$ 67,000
Preliminary Design Phase	
Preliminary Design	$ 91,500
Final Design Phase	
Final Design	$ 61,000
Bidding Phase	
Bidding	$ 16,500
TOTAL:	**$ 292,000**

ATTACHMENT F
SPECIAL PROVISION
CONTRACTOR CONTRACTUAL REQUIREMENTS AND
TITLE VI ASSURANCES
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

During the performance of this Agreement, the contractor, for himself, its assignees, and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the contractor complies, and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

6. General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982.)

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

8. Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. (49 CFR Part 18).

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

11. ACCESS TO RECORDS AND REPORTS.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

12. TRADE RESTRICTION

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. BREACH OF CONTRACT TERMS.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

15. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

16. Incorporation of Provisions.
The contractor shall include the provisions of paragraphs 1 through 15 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS
The Engineer certifies, by acceptance of this Agreement, that the Engineer:

1.) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2.) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
If the Engineer cannot certify both of the above representations, the Engineer is ineligible to accept this Agreement unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Engineer therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made. The Engineer agrees that it will incorporate this provision for certification in all lower tier subcontracts.

VETERAN'S PREFERENCE
In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined

within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq.).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for

work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ATTACHMENT G
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Not applicable to this Agreement.

1. POLICY~~. It is the policy of the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.~~

~~2. DBE OBLIGATIONS. The contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors will make a good faith effort in accordance with 49 CFR Part 26 to meet the contract DBE goal. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this provision shall be physically included in any subcontract.~~

~~3. PROJECT DBE PARTICIPATION GOAL AND GOOD FAITH EFFORT. The bidder/proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract ___% of the dollar value of the prime contract to DBEs. A bidder for this solicitation that qualifies as a DBE, may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. The DBE bidder must report any subcontracts to non-DBEs. The apparent successful competitor will be required to submit information concerning the DBE(s) that will participate in the contract. Eligible DBEs are firms certified as such by the Department in accordance with 49 CFR Part 26. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; and (3) the dollar value of the work of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive. If the Director of Aviation determines that the apparent successful competitor has failed to meet the good faith effort requirements, they will be given an opportunity for reconsideration by the Director of the Construction Division.~~

~~4. Counting DBE Participation Toward Meeting the Goals. The Texas Department of Transportation through the Division of Aviation, hereinafter called the "Sponsor," will count DBE participation toward the goals in accordance with the guidelines outlined below.~~

~~a. Once a firm is determined to be an eligible DBE under 49 CFR Part 26, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.~~

~~Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. An eligible DBE is defined for this program as one that is currently certified by the Texas Department of Transportation.~~

~~b. The Sponsor and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.~~

~~c. Only expenditures to the DBE that performs a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Sponsor and its contractors will evaluate the amount of work subcontracted, industry practices, and other relevant factors. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.~~

~~d. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to the Sponsor to rebut this presumption.~~

~~e. The Sponsor and its contractors will count toward the DBE goals 60 percent of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100 percent of such expenditures obtained from a DBE manufacturer.~~

~~f. For purposes of this DBE program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Brokers, packagers, manufacturers' representatives, or persons who arrange or expedite transactions shall not be regarded as manufacturers.~~

~~g. For purposes of this DBE program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established regular business that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment for the product. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as regular dealers. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.~~

~~h. The Sponsor and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services:~~

~~(1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.~~

~~(2) The fees charged for delivery of material and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a regular dealer in the materials and supplies.~~

~~(3) The fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract.~~

~~5. CONDITIONAL AWARD. If the successful bidder for a federal-aid contract is determined to be acceptable, the Sponsor will conditionally award the contract. The condition of the award is that within 14 days after the date of the award, the bidder must furnish to the Sponsor names and addresses of the DBE subcontractors that are proposed to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A contractor who does not meet the contract goal, in whole or in part, must submit within the 14 days, documentation showing the steps taken to obtain DBE participation ("Good Faith Effort").~~

~~Such documentation is to be submitted directly to the Sponsor's Grant Administrator. The Sponsor's Grant Administrator will evaluate the contractor's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the goals or furnish acceptable documentation, the bid bond filed with the bid may become the property of the State, not as a penalty, but as liquidated damages to the Sponsor.~~

~~6. CONDITIONAL ACCEPTANCE OF PROPOSAL. If the successful proposer for a federal-aid professional services contract is determined to be acceptable, the Sponsor will conditionally accept the proposal. The condition of the acceptance is that prior to the execution of a professional services contract, the proposer must furnish to the Sponsor names and addresses of the DBE subcontractors that are intended to be used, a description of the work each subcontractor is to perform, the dollar value of each proposed subcontract, and a tentative agreement for each DBE firm submitted, signed by an officer of the contractor and an officer of the proposed DBE firm. A professional service provider who does not meet the contract goal, in whole or in part, must submit prior to execution of the contract, documentation showing the good faith efforts made to meet the DBE goal.~~

~~Such documentation is to be submitted directly to the Aviation Division. TxDOT's Aviation Division will evaluate the professional service provider's documented efforts and will determine whether or not they constitute compliance with the contract DBE requirements and are acceptable. If the Director of the Aviation Division determines that the professional service provider has failed to meet the good faith effort requirements, the professional service provider will be given an opportunity for reconsideration by the Director of the Construction Division. Should the professional service provider whose proposal has been conditionally accepted refused, neglect or fail to make a good faith effort to meet the goals or furnish acceptable documentation, the Sponsor may then conditionally accept the proposal of the second selected proposer.~~

~~7. REQUIRED REPORTING OF DBE PARTICIPATION. The contractor shall submit on a monthly basis reports of DBE participation to meet the goal and for race-neutral DBE participation and submit a final report on the completion of the project. Only actual payments made to DBEs are to be reported. Reports for race-neutral DBE participation on contracts with no DBE goal are required.~~

~~8. SANCTIONS FOR NONCOMPLIANCE. In the event of the contractor's noncompliance with the DBE requirements of this contract, the Sponsor may impose one or more of the following contract sanctions:~~

~~a. cancellation, termination, or suspension of the contract, in whole or in part, and/or~~

~~b. withholding of payments to the contractor under the contract until the contractor complies, and/or~~

~~c. other remedies as FAA or the Sponsor deems appropriate.~~

ATTACHMENT H
SOILS INVESTIGATION AND MATERIALS TESTING FOR DESIGN
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Rodriguez Engineering Laboratories LLC

May 27, 2026

Jared Engelke, P.E.
Strand Associates, Inc.
1906 Niebuhr St
Brenham, TX 77833

RE: Fee Proposal for Geotechnical Investigation
Brenham Municipal Airport – Construct Vehicle Access Road, Taxilane, & Apron
Brenham, Texas

Dear Mr. Engelke,

Enclosed is our fee proposal for the geotechnical investigation at Brenham Municipal Airport in Brenham, Texas. Based on the information provided, the proposal includes a general description of the scope of services and a detailed cost estimate for the test.

Scope of Services:

The scope of services for this project is based on the information provided by the Client and our understanding of the project requirements. The scope of services is included below:

1. REL will provide geotechnical drilling services; the client will select and mark the borehole locations in the field. A handheld GPS will be used to determine the coordinates of the boring locations. The client or the client's representative will assist REL in providing information on existing utilities. Additionally, REL will contact One Call to aid in locating the utilities.

2. This proposal does not include Legal access to boring locations, a survey of boring locations, and clearing to access borings.

3. Boreholes will be drilled at the locations selected by the Client. Four (4) boreholes to a depth of 10 feet will be drilled along the proposed vehicle access road. Twelve (12) boreholes to a depth of 10 feet will be drilled on the proposed taxilane and apron pavement for future hangars. One (1) borehole to a depth of 2 feet will be drilled on the existing ramp to runway for pavement thickness only. A core will be obtained from each boring drilled on the existing pavement.

4. At each borehole, one (1) soil sample will be obtained every 2.5 feet of drilling or per type of material to determine material properties. The soil samples will be adequately sealed and protected from moisture evaporation. The boreholes will be appropriately backfilled after completion.

5. Five (5) Dynamic Core Penetrometer (DCP) tests will be performed to determine the estimated in-situ soil strength under existing field conditions.

6. The material field description, groundwater level at boring completion, and thickness of every soil stratum will be documented in the field.

7. REL will conduct a testing program on the soil samples to aid in the classification and evaluation of the engineering properties required for analysis.

13809 Turbine Drive, Austin, TX 78728
(512) 251-4454 Fax (512) 251-1380
E-mail: rodriguezlab@relcme.com
Registered Texas Engineering Firm F-1563

Rodriguez Engineering Laboratories LLC

8. The collected soil samples will be tested for the following properties:
   - 8.1 Moisture Content of Soil from boreholes (ASTM D2216), 68 each.
   - 8.2 Atterberg Limits of Soils from boreholes (ASTM D4318), 68 each.
   - 8.3 Sieve Analysis (ASTM D1140 & D6913) & Soil Classification (ASTM D2487), 68 each.
   - 8.4 Moisture Density Relationship of Subgrade from borings (ASTM D698), 4 each.
   - 8.5 California Bearing Ratio (CBR) of Subgrade from borings (ASTM D1883), 4 each.
   - 8.6 Moisture Density Relationship of Subgrade with Lime from borings (ASTM D698), 1 each.
   - 8.7 California Bearing Ratio (CBR) of Subgrade with Lime from borings (ASTM D3668), 1 each.
   - 8.8 Moisture Density Relationship of Subgrade from borings (Tex-114-E), 1 each.
   - 8.9 Texas Triaxial Compression Test of Subgrade from borings (Tex-117-E, Part I), 1 each.
   - 8.10 Water Soluble Sulfate Content of Subgrade from borings (Tex-145-E), 4 each.
   - 8.11 Lime Series Curve by PI (ASTM D4318/Tex-112-E), 2 each.
   - 8.12 Lime Stabilization Effectiveness by pH (Tex-121-E, Part III), 2 each.
   - 8.13 Organic Content of Soils (Tex-148-E), 1 each.

9. A geotechnical investigation report will include the following:
   - 9.1 A summary of findings, including laboratory/field test results, Bore Location Information, Date Performed, Type of Exploration, Sample Identification Numbers, etc.
   - 9.2 Map of boring locations based on hand-held GPS coordinates. Others should survey the borehole locations.
   - 9.3 Bore logs include classification, relative depth of materials, material profile, and groundwater levels measured at each borehole completion.
   - 9.4 Soil stabilization will be recommended, if needed, based on the existing subgrade conditions.
   - 9.5 Two flexible pavement section recommendations will be provided. One flexible pavement section for Taxilane/Apron will be based on laboratory/field results, FAARFIELD computer program criteria, and aircraft information supplied by the Client. One pavement section for the vehicle access road will be based on laboratory/field results, the AASHTO Design Criteria, FPS 21 Computer program, and traffic information provided by the Client.
   - 9.6 This estimate does not include Potential vertical rise (PVR) values. If the client desires PVR values, a deeper boring should be performed.

Based on the project's scope of services, we propose handling this work for an estimated fee of $58,534.00; a detailed fee proposal is attached. If the anticipated amount of work increases due to a change in the scope of services or unexpected field conditions, a supplemental fee proposal will be submitted for your approval. We estimate that it will take approximately five weeks after receiving the soil and core samples to complete laboratory testing and prepare a geotechnical report.

If you have any questions regarding the proposal, please don't hesitate to contact us. We look forward to working with you on this project.

Respectfully Submitted,

Jose Melendez, P. E.

13809 Turbine Drive, Austin, TX 78728
(512) 251-4454 Fax (512) 251-1380
E-mail: rodriguezlab@relcme.com
Registered Texas Engineering Firm F-1563

ATTACHMENT I
CHILD SUPPORT STATEMENT
FOR NEGOTIATED CONTRACTS AND GRANTS
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

Under Section 231.006, Texas Family Code, the Engineer/Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer/Architect is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract.

A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ATTACHMENT J
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(49 CFR PART 29)
BRENHAM MUNICIPAL AIRPORT ENGINEERING AND DESIGN SERVICES IN SUPPORT OF AIRPORT DEVELOPMENT

The provider certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

City Council Regular Meeting

AGENDA ITEM 15

Agenda Item:	**Discuss and Possibly Act Upon the Purchase of Radios for Public Utilities Departments and Authorize the Mayor to Execute Any Necessary Documentation**
Meeting Date:	July 16, 2026
Department:	Public Utilities
Staff Contact:	Shawn Bolenbarr, Director of Municipal Gas & Utility Services

SUMMARY STATEMENT:

The City of Brenham Public Utilities is requesting approval to purchase handheld, and office-mounted radios for the Electric, Water, Wastewater, and Gas Departments. The total combined cost for the radios is $79,871.36. Below is a departmental cost breakdown:

- Public Utilities: $11,053.19
- Electric Department: $13,689.35
- Gas Department: $3,700.90
- Water Treatment: $13,690.35
- Water Construction Department: $13,689.36
- Wastewater Construction Department: $13,689.36
- Wastewater Treatment: $10,359.85.

Acquiring these radios will provide reliable, uninterrupted communication for Utility Department staff during hurricanes, ice storms, significant power outages, and daily operations. Improved communication capabilities are essential for both emergency response and routine coordination among field and office teams.

ATTACHMENTS:

1. Quote Summary
2. Motorola Quote

FUNDING SOURCE:

These purchases were budgeted within each department's operating budget.

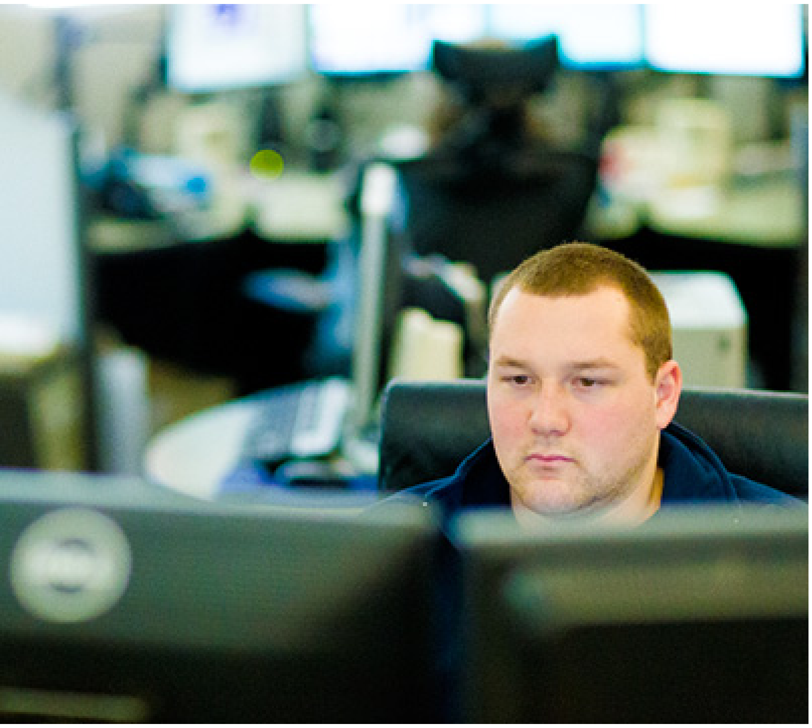
RECOMMENDATION:

Approve the purchase of radios for the City of Brenham Public Utilities Departments with Motorola Solutions in the amount of $79, 871.36 and authorize the Mayor to execute any necessary documentation.

Company Name	Quote Amount
MSI Quotes for Motorola Radios from Texas Communications	$79,871.36
Motorola Inside Sales	$97,350.32
BearCom quote	$136,166.12

QUOTE-3688854

MOTOROLA SOLUTIONS



BRENHAM, CITY OF

06/18/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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06/18/2026

BRENHAM, CITY OF
210 N PARK
BRENHAM, TX 77833

Dear ,

Motorola Solutions is pleased to present BRENHAM, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BRENHAM, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Kram at kkram@texascom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Kram

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-3688854

Billing Address:
BRENHAM, CITY OF
210 N PARK
BRENHAM, TX 77833
US

Quote Date:06/18/2026
Expiration Date:06/20/2026
Quote Created By:
Kris Kram
kkram@texascom.com

End Customer:
BRENHAM, CITY OF

Contract: (TXWARN 2025) HGAC RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N30	APX N30					
1	H15UCF9PW6AN	PORTABLE RADIO APX N30 7/800 MODEL 2	22		$2,635.00	$1,333.70	$29,341.40
1a	QA00580BA	ADD: TDMA OPERATION	22		$530.00	$328.60	$7,229.20
1b	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	22		$1,848.00	$1,145.76	$25,206.72
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	22		$118.00	$73.16	$1,609.52
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	22		$118.00	$73.16	$1,609.52
1e	QA09113AA	ADD: BASELINE RELEASE SW	22		$0.00	$0.00	$0.00
1f	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	22		$0.00	$0.00	$0.00
1g	QA08853AA	ADD: CPS ENABLEMENT	22		$0.00	$0.00	$0.00
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	22	3 YEARS	$158.40	$158.40	$3,484.80
3	PMMN4128B	PORTABLE RSM RM780, IP68, 3.5MM JACK, EMER, 2 PROG, VOL CTRL, LARGE, UL	22		$184.90	$147.92	$3,254.24

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	PMPN4820B	CHR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US/NA	22		$91.71	$68.78	$1,513.16
	APX™ 1500 Enhanced						
5	M36URS9PW1BN	MOBILE RADIO APX1500 ENHANCED 7/800 MHZ	1		$2,151.00	$1,333.62	$1,333.62
5a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1		$216.00	$216.00	$216.00
5b	W665BF	ADD: BASE STATION OP APX	1		$82.00	$50.84	$50.84
5c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1		$118.00	$73.16	$73.16
5d	G91AF	ADD: CNTRL STATION PWR SUPPLY	1		$317.00	$196.54	$196.54
5e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1		$0.00	$0.00	$0.00
5f	G66BF	ADD: DASH MOUNT O2 APXM	1		$148.00	$91.76	$91.76
5g	GA00580AA	ADD: TDMA OPERATION	1		$530.00	$328.60	$328.60
5h	G142AD	ADD: NO SPEAKER APX	1		$0.00	$0.00	$0.00
5i	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1		$1,848.00	$1,145.76	$1,145.76
5j	GA00804AA	ADD: APX O2 CH (GREY)	1		$579.00	$358.98	$358.98
5k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1		$0.00	$0.00	$0.00
5l	GA01767AG	ADD: RADIO AUTHENTICATION	1		$118.00	$73.16	$73.16
5m	QA09113AB	ADD: BASELINE RELEASE SW	1		$0.00	$0.00	$0.00
5n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1		$0.00	$0.00	$0.00
5o	W382AM	ADD: CONTROL STATION DESK GCAI MIC	1		$199.00	$123.38	$123.38
5p	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1		$50.00	$31.00	$31.00
	Product Services						

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6	LSV00Q00202A	DEVICE PROGRAMMING	1		$2,600.00	$2,600.00	$2,600.00

Grand Total **$79,871.36(USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

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The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

- ## Promotions:

  The following promotion(s) have been applied:

  * Line #1 - APX N SERIES TRADE-IN PROMO available from 04/06/2026 to 06/20/2026

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
1g	QA08853AA	TEMAILAR = jsheldon@texascom.com,SYSTEMID = 01A7

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APX N30 Portable Radio Solution Description

Overview

The APX N30 offers affordable, next generation communications without compromising P25 interoperability or voice and data quality. It has a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

Durable And Easy To Use

The APX N30 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, the N30 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ViQi Voice Command

To prevent first responders from losing focus while events unfold, ViQi Voice Control allows users to operate their device with customized voice commands. First responders can switch between preset channels and zones, adjust volume, and change audio profiles by pressing the preprogrammed ViQi button and speaking into the microphone.

Essential And Secure P25 Communications

The APX N30 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N30 are safe and secure–it offers software encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N30 lets first responders stay connected across disparate networks. It can be equipped with Wi-Fi®, Bluetooth®, GPS, and Geofence features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N30 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

Managing And Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service (“CPS”) or through a combination of CPS and batch programming over Wi-Fi available with the radio management (“RM”) software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

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Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
    - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
    - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

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- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

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Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.

- Keep the site updated with the latest Customer information.

Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**