



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 3, 2026 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Clint Kolby**
- 3. Service Recognitions:**
 - Carrie Derkowski – Fire Department – 15 Years**
- 4. Special Recognition:**
 - Brenham Police Department Personnnel**
- 5. Proclamations:**
 - National Childhood Cancer Awareness Month**
 - The Washington County READ**
- 6. Citizen Comments**

CONSENT AGENDA

7. Statutory Consent Agenda

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

- 7.a. Approve Ordinance No. O-26-015 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Sanitary Sewer Rates**
- 7.b. Approve Ordinance No. O-26-016 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Gas Services Rates**
- 7.c. Approve a Memorandum of Understanding Between the City of Brenham and Texas Music Office within the Office of the Governor Related to Brenham Being Named a Texas Music Friendly Community and the Maintenance of the Texas Music Industry**

Directory and Authorize the Mayor to Execute Any Necessary Documentation

- 7.d. Approve an On-Airport Land Lease Between the City of Brenham and the United States of America Department of Transportation Federal Aviation Administration for the Operation and Maintenance of Navigation, Communication, and Weather Aid Facilities at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. Approve the Appointment of Jennifer Eckermann to Serve as the City of Brenham's Liaison on the Brenham Heritage Museum Board and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.f. Approve Renewal of Cyber Liability and Data Breach Response Insurance Coverage with AmTrust Cyber, Billed and Collected by Texas Municipal League Intergovernmental Risk Pool, and Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING

- 8. Proposed Tax Rate of \$0.4750 per \$100.00 Valuation for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027**
- 9. Proposed Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027**
 - The FY2026-27 proposed budget for the City of Brenham will raise more revenue from total property taxes than last year's budget by an amount of \$381,755, which is a 3.23 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$207,787.**

TAXPAYER IMPACT:

Scenario	Median Taxable Homestead Value	Tax Rate	Estimated Tax Bill	Change from Current Year
Current Year Adopted Rate	\$273,510 (2025)	\$0.4676	\$1,278.93	
No-New-Revenue Rate (FY27)	\$277,670 (2026)	\$0.4669	\$1,296.44	\$17.51
Proposed Budget (FY27)	\$277,670 (2026)	\$0.4750	\$1,318.93	\$40.00

REGULAR SESSION

- 10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027**
- 11. Discuss and Possible Action Upon Ratification of the Property Tax Increase Reflected in**

the Proposed Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027, Which Raises More Revenue from Property Taxes than Last Year's Budget

- 12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2026 for the City of Brenham at \$0.4750 per \$100.00 Valuation**
- 13. Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and Texas Health and Human Services Commission on Behalf of the Brenham State Supported Living Center for Document Shredding and Litter Management Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 14. Discuss and Possibly Act Upon Award of RFP No. 26-015 Related to the Henderson Park Basketball Court Cover and Authorize the Mayor to Execute Any Necessary Documentation**
- 15. Discuss and Possibly Act Upon a Digital Marketing Agreement with Madden Media for Digital Marketing and Programming for Visit Brenham and Authorize the Mayor and to Execute Any Necessary Documentation**
- 16. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation**
- 17. Administrative/Elected Officials Report**

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

EXECUTIVE SESSION

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

RE-OPEN REGULAR SESSION

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, September 3, 2026 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday August 28, 2026 at 2:15 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested three (3) business days before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2026 at _____ a.m./p.m.

Signature

Title

PROCLAMATION

WHEREAS, Childhood cancer is the leading cause of death by disease among children in the United States, with thousands of children diagnosed each year; and

WHEREAS, September is recognized nationally as Childhood Cancer Awareness Month to honor the children we have lost, celebrate survivors, support children currently battling cancer, and recognize the families whose lives are forever changed by a childhood cancer diagnosis; and

WHEREAS, The City of Brenham is proud to help lead the regional Color Brazos Valley Gold initiative, bringing together communities across the Brazos Valley to raise awareness, inspire action, and demonstrate support for children and families affected by childhood cancer throughout September; and

WHEREAS, The City encourages residents, businesses, schools, churches, civic organizations, and community partners to participate in Go Gold Wednesdays by wearing gold each Wednesday during September and to help Color the Brazos Valley Gold by illuminating and decorating homes, businesses, schools, churches, parks, landmarks, and public spaces with gold lights, ribbons, flowers, and other displays of support throughout the month, culminating in the Color Brazos Valley Gold Community Celebration & Children's Cancer Muster on Wednesday, September 23, 2026; and

NOW, THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim this month of September as:

CHILDHOOD CANCER AWARENESS MONTH



Atwood C. Kenjura
Mayor

PROCLAMATION

WHEREAS A community read program encourages reading by having all involved read the same book, and

WHEREAS Lifetime Learning, a group of volunteers who have brought outstanding speakers and classes to the Washington County area since 2002, has proposed its eighteenth annual Washington County READ, and

WHEREAS On October 6 at 5:00 p.m., Lifetime Learning and Unity Theatre will hold a free community reception, dramatic reading by Unity Theatre actors, remarks and book-signing by Amanda Churchill, a nationally recognized author, and

WHEREAS This endeavor has the support of Unity Theatre, Brenham Independent School District, The Book Nook, Nancy Carol Roberts Memorial Library, Washington County Chamber of Commerce, and many individuals and businesses in the community, and

WHEREAS All residents of Washington County are encouraged to read THE TURTLE HOUSE, a story of intergenerational friendship, family, identity, love, and buried family secrets. THE TURTLE HOUSE illuminates what it truly means to find home again when it feels lost forever, and

WHEREAS It is right and just for the members of the Brenham City Council and the residents of Washington County to join together to applaud the Lifetime Learning volunteers for their dedication to service and their commitment to encourage reading,

NOW, THEREFORE, I Atwood C. Kenjura, Mayor of the City of Brenham, Texas do hereby proclaim September 7 through October 7 as the official period of:

THE WASHINGTON COUNTY READ



Atwood C. Kenjura
Mayor

ORDINANCE NO. O-26-015

AN ORDINANCE AMENDING THE SEWER RATE TARIFF SCHEDULES FOR SEWER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for sewer services to its customers in order to provide for conditions of utility service which promote the health, safety and welfare of the citizens of Brenham, Texas.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Sewer Rate Schedules for sewer services as set forth in the attached Exhibit “A”, which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on and after October 1, 2026.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit “A” shall be effective with utility billing occurring on and after October 1, 2026.

PASSED and APPROVED on its first reading this the 20th day of August 2026.

PASSED and APPROVED on its second reading this the 3rd day of September 2026.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	710
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

RESIDENTIAL WASTEWATER SERVICE - URBAN

RATE SCHEDULE SW - A

APPLICABILITY

This rate is applicable for wastewater service used exclusively for residential purposes, and is not applicable for service to a residence also used for any nonresidential or commercial purpose, including, but not limited to boarding houses, hotels, motels, barber shops, beauty shops, child care centers, retail businesses, restaurants, repair services, professional services offered on the premises to the public, nursing homes, nurseries, or any other nonresidential activity.

AVAILABILITY

This rate is available for all single-family dwellings, and multifamily dwellings where each dwelling unit is individually metered for water, located within the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge –

The customer charge shall include

3000 gallons or less \$21.48 per month or part thereof

Volume Charge

\$ 5.31 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

711

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City's records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

712

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

720

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

RESIDENTIAL WASTEWATER SERVICE - RURAL

RATE SCHEDULE SW - B

APPLICABILITY

This rate is applicable for wastewater service used exclusively for residential purposes, and is not applicable for service to a residence also used for any nonresidential or commercial purpose, including, but not limited to boarding houses, hotels, motels, barber shops, beauty shops, child care centers, retail businesses, restaurants, repair services, professional services offered on the premises to the public, nursing homes, nurseries, or any other nonresidential activity.

AVAILABILITY

This rate is available for all single-family dwellings, and multifamily dwellings where each dwelling unit is individually metered for water, located outside the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less

\$24.71 per month or part thereof

Volume Charge

\$ 6.11 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

721

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle as shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City's records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	722
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

730

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

RESIDENTIAL-MULTIPLE OCCUPANCY WASTEWATER SERVICE - URBAN

RATE SCHEDULE SW – H

APPLICABILITY

This rate is applicable for wastewater service to customers, which provide multiple non-temporary residential dwelling units which are not individually metered, and which do not receive service under a different rate schedule

AVAILABILITY

This rate is available to all customers which offer or provide multiple non-temporary residential dwelling units, where each dwelling unit is not individually metered for water, including but not limited to apartments, duplexes, houses with garage apartments, quadruplexes, dormitories, boarding houses, trailers courts, trailer parks, and other similar activities, located within the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$21.48 per month or part thereof

Volume charge

\$ 5.31 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

731

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

DETERMINATION OF WATER USAGE

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3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City's records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

732

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

740

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

RESIDENTIAL-MULTIPLE OCCUPANCY WASTEWATER SERVICE - RURAL

RATE SCHEDULE SW – J

APPLICABILITY

This rate is applicable for wastewater service to customers, which provide multiple non-temporary residential dwelling units which are not individually metered, and which do not receive service under a different rate schedule

AVAILABILITY

This rate is available to all customers which offer or provide multiple non-temporary residential dwelling units, where each dwelling unit is not individually metered for water, including but not limited to apartments, duplexes, houses with garage apartments, quadruplexes, dormitories, boarding houses, trailers courts, trailer parks, and other similar activities, located outside the corporate limits of the City of Brenham, Texas subject to the rules, regulations, policies and rates established by the City of Brenham.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge plus the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less \$24.71 per month or part thereof

Volume charge

\$ 6.11 per 1000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

741

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the average metered water consumption based on bill cycle shown below:

Bill Cycle	Period
1	January 1 – March 7
2	January 8 – March 14
3	January 15 – March 21
4	December 22 – February 28

This average consumption shall be used for billing purposes for the twelve-month period beginning with the first cycle for wastewater service billed in April.

Where no preceding winter average is available from the City's records the City Manager, or a duly authorized representative, shall develop an estimate of winter water usage. This estimate shall be based on upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption.

If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, may adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

742

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for water service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

750

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

OAK HILL ACRES SUBDIVISION WASTEWATER

RATE SCHEDULE SW – M

APPLICABILITY

This rate is applicable only for wastewater service provided at one service location to Oak Hill Water District for wastewater service to Oak Hill Acres Subdivision.

AVAILABILITY

This rate is available only to Oak Hill Water District for service to Oak Hill Acres Subdivision, subject to the rules, regulations, policies and rates established by the City of Brenham. Nothing in this ordinance shall be construed as any guarantee of future or continuing service.

MONTHLY RATES

The monthly rate shall be the monthly volume charge, as shown below:

Volume Charge	\$ 5.31 per 1000 gallons as measured by flow meter at the point of service, or as reasonably estimated by the City in the event of a failure of the flow meter, or any part thereof on a pro rata basis.
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MINIMUM CHARGES

The minimum monthly charge shall be the monthly volume charge.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

751

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

760

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

GENERAL SERVICE WASTEWATER SERVICE – URBAN

RATE SCHEDULE SW - C

APPLICABILITY

This rate is applicable for wastewater service to non-residential customers who do not receive wastewater service under a different rate schedule.

AVAILABILITY

This rate is available to all non-residential customers which do not qualify to receive wastewater service under any other rate schedules, and includes, but is not limited to banks, barbershops, beauty shops, child care and day care centers, churches, doctor's offices, feed and hardware stores, funeral homes, furniture stores, general offices, hotels, laundries, motels, nurseries and garden centers, professional services, retail businesses, schools and warehouses.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less

\$21.48 per month or part thereof

Volume charge

\$ 5.31 per 1,000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	761
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the metered monthly water consumption for the billing month. If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

762

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

700

770

TARIFF

SECTION NO.

SHEET NO.

SANITARY SEWER RATE SCHEDULE

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/16/2025)

GENERAL SERVICE WASTEWATER SERVICE – RURAL

RATE SCHEDULE SW - G

APPLICABILITY

This rate is applicable for wastewater service to non-residential customers who do not receive wastewater service under a different rate schedule.

AVAILABILITY

This rate is available to all non-residential customers which do not qualify to receive wastewater service under any other rate schedules, and includes, but is not limited to banks, barbershops, beauty shops, child care and day care centers, churches, doctor's offices, feed and hardware stores, funeral homes, furniture stores, general offices, hotels, laundries, motels, nurseries and garden centers, professional services, retail businesses, schools and warehouses.

MONTHLY RATES

The monthly rate shall be the sum of the monthly customer charge and the monthly volume charge, as shown below:

Customer charge -

The customer charge shall include

3000 gallons or less

\$24.71 per month or part thereof

Volume charge

\$ 6.11 per 1,000 gallons of water usage in excess of 3000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Water Usage.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The customer charge plus the volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	771
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

DETERMINATION OF WATER USAGE

The water usage for the purpose of calculating the volume charge under Monthly Rates shall be the metered monthly water consumption for the billing month. If the customer does not receive water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If a customer can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Wastewater service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental Protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	772
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential relative costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated, and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from other source.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	780
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

INDUSTRIAL WASTEWATER SERVICE

RATE SCHEDULE SW - E

APPLICABILITY

This rate is applicable for wastewater service used for industrial waste as defined in the City of Brenham's Industrial Waste Ordinance.

AVAILABILITY

This rate is available only to industrial customers subject to the provisions of the City of Brenham's Industrial Waste Ordinance.

MONTHLY RATES

The monthly rate shall be the monthly volume charge as shown below, and the BOD₅/TSS Surcharge as determined under BOD₅/TSS Surcharge.

Volume Charge \$ 5.31 per 1000 gallons, or any part thereof on a pro rata basis, as determined under Determination of Volume.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of the following:

1. The volume charge; or
2. The amount specified in any contract between the customer and the City.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	781
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

DETERMINATION OF VOLUME

The volume for the purpose of calculating the volume charge under Monthly Rates shall be one of the following:

1. One-hundred percent (100%) of the volume measured on a flow meter at the point of service or as reasonably estimated by the City in the event of a failure of the flow meter; or
2. One-hundred percent (100%) of the metered monthly water consumption for the billing month; or
3. For customers who can provide verifiable data, acceptable to the City, that a significant portion of the metered water usage does not enter the City's Wastewater System, the volume charge under Monthly Rate will be accessed against seventy-five (75%) of the metered monthly water consumption for the billing month. (On a billing system basis, the adjustment is made by reducing the volume charge under Monthly Rate by twenty-five percent (25%) and applying the rate to one-hundred percent (100%) of the metered monthly water consumption. For billing purposes the table is SW-D.)

For customers not receiving water service from the City of Brenham, then a monthly estimate of water usage shall be made based upon verifiable data provided by the customer or, if verifiable data is not provided by the customer, an estimate of water usage shall be prepared by the City Manager, or a duly authorized representative. The estimate shall be based upon water consumption at the same location experienced during prior years, actual water consumption at similar locations, or other methods of reasonably estimating water consumption. At the City's discretion, any customer not receiving water service from the City may be required to install, at no cost to the City, a meter on their water supply or service in order to determine water usage.

If the customer can provide verifiable data, acceptable to the City that a significant portion of the metered water usage does not enter the City's Wastewater System, then the City Manager, or a duly authorized representative, can adjust the metered water usage for determining the volume charge.

If the customer receives water service from more than one water supply, the water consumption from each source of water shall be summed for determining the customer's total water consumption for the purposes of calculating the volume for billing purposes under this section.

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	782
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/16/2025)

BODs/TSS SURCHARGE

Each industrial customer shall pay a monthly surcharge if the customer's discharge of waste has a concentration of biochemical oxygen demand (BOD₅) in excess of 300 milligrams per liter and/or a concentration of total suspended solids (TSS) in excess of 300 milligrams per liter as measured periodically by the City. The monthly surcharge shall be calculated as follows:

$$Cu = Vu(Bu - 300)B + Vu(Su - 300)S$$

Where: **Cu** is the surcharge, in dollars, to be added to the customer's bill

Vu is the billing volume in thousands of gallons as determined under Determination of Volume

Bu is the measured BOD level in mg/l or 300 mg/l, whichever is greater

B is the unit charge per 1000 gallons, as specified in Unit Charge B

Su is the measured TSS level in mg/l or 300 mg/l, whichever is greater

S is the unit charge per 1000 gallons, as specified in Unit Charge S

1. Unit Charge B

The unit charge for treating one milligram per liter of BOD₅ gallons shall be \$0.001536.

2. Unit Charge S

The unit charge for treating one milligram per liter of TSS gallons shall be \$0.001457.

3. The minimum and maximum monthly surcharge amounts to be paid by an industrial customer are as follows:

	Minimum Surcharge	Maximum Surcharge
Total BOD Monthly Surcharge	\$ 16,577	\$ 25,540
Total TSS Monthly Surcharge	<u>\$ 3,661</u>	<u>\$ 8,023</u>
Total Monthly Surcharge	\$ 20,238	\$ 33,563

EXHIBIT "A"

CITY OF BRENHAM

200 WEST VULCAN STREET P.O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	700	783
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/16/2025)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Sewer service supplied under this rate schedule is licensed and approved under the Texas Natural Resource Conservation Commission and the Environmental protection Agency.

RATE SCHEDULE ADMINISTRATION & ASSIGNMENT

Upon request for wastewater service from a prospective customer, the City Manager, or a duly authorized representative, shall assign the appropriate rate classification for wastewater service to the applicant requesting service. This assignment may be based upon information provided by the applicant, or other information available at the time the assignment is made.

If a customer receiving service changes the nature or character of wastewater service requirements, then the City Manager, or a duly authorized representative shall, upon review of the information available pertaining to the revised wastewater service requirement, reassign the customer to the appropriate rate schedule.

If a prospective or existing customer is eligible to receive wastewater service under more than one of the City's rate schedules, or if the rates charged are unduly burdensome as a result of the customer's technical qualification for a specific rate schedule, then the City Manager, or a duly authorized representative, shall assign the most appropriate rate schedule for wastewater service after consideration of the various service requirements, potential impact on the City's facilities, the potential costs of serving the customer, and other available pertinent information.

Each customer who receives individually metered water service from the City, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. Wastewater service shall begin at the same time water service is initiated and shall continue until such time as water service is discontinued.

Each customer who receives water service from a source other than the City, such as but not limited to a privately owned well, and whose service location is connected to the City's wastewater system, shall receive and pay a bill for wastewater service. The City shall bill for wastewater service continuously unless the owner of the service location certifies, in writing, that the service location is unused and uninhabited.

The City shall only send bills for wastewater service at a service location to the customer receiving the bill for water service at the same service location. The City shall not send partial bills or minimum bills for wastewater service to occupants at a service location who are not individually metered and billed for water service, except that the City may bill customers for wastewater service where the customer is receiving water service from another source.

ORDINANCE NO. O-26-016

AN ORDINANCE AMENDING THE GAS RATE TARIFF SCHEDULES FOR GAS SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for gas services to its customers in order to provide for conditions of utility service which promote the health, safety and welfare of the citizens of Brenham, Texas.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Gas Rate Schedules for gas services as set forth in the attached Exhibit “A”, which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on and after October 1, 2026.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit “A” shall be effective with utility billing occurring on and after October 1, 2026.

PASSED and APPROVED on its first reading this the 20th day of August 2026.

PASSED and APPROVED on its second reading this the 3rd day of September 2026.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

510

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

RESIDENTIAL SERVICE - URBAN

RATE SCHEDULE G – A

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.81
Distribution Charge	Charge for distribution service	\$2.962 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	511
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

520

TARIFF

NATURAL GAS RATE SCHEDULES

SECTION NO.

OCTOBER 1, 2026

SHEET NO.

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

SMALL COMMERCIAL SERVICE - URBAN

RATE SCHEDULE G – F

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$12.81
Distribution Charge	Charge for distribution service	\$2.962 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	521
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service.
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

530

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE – URBAN

RATE SCHEDULE G-B

APPLICABILITY

This rate is applicable to all commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$72.08
Distribution Charge	Charge for distribution service	\$2.013 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	531
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

“EXHIBIT A”

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

540

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

LARGE INDUSTRIAL SERVICE - URBAN

RATE SCHEDULE G-C

APPLICABILITY

This rate is applicable to all industrial customers whose annual gas requirements are in excess of 36,500 MCF.

AVAILABILITY

This rate is available to all large industrial customers of the Municipal Gas System located within the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$70.54
Distribution Charge	Charge for distribution service	\$1.838 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	541
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

“EXHIBIT A”

CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

550

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

RESIDENTIAL - RURAL

RATE SCHEDULE G - D

APPLICABILITY

This rate is applicable to all residential customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all residential customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$14.73
Distribution Charge	Charge for distribution service	\$3.406 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	551
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

560

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

SMALL COMMERCIAL - RURAL

RATE SCHEDULE G – G

APPLICABILITY

This rate is applicable to all small commercial customers whose maximum gas requirements are equal to or less than 350 cubic feet per hour receiving natural gas service from the Municipal Gas System.

AVAILABILITY

This rate is available to all small commercial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$14.73
Distribution Charge	Charge for distribution service	\$3.406 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

"EXHIBIT A"
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	561
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

The bills rendered under this schedule are net and will be increased by 10% if not paid within 15 days from the date of the bill.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

“EXHIBIT A”

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

570

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

GOVERNMENTAL SERVICE

RATES SCHEDULE G - E

APPLICABILITY

This rate is applicable to all governmental gas customers.

AVAILABILITY

This rate is available to the Brenham Independent School District, Washington County, Washington County (Blinn) Junior College, State of Texas, United States Government, and all departments, divisions, or branches of the City of Brenham, Texas, that are under the direct control of the City Council of said City.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$72.08
Distribution Charge	Charge for distribution service	\$1.670 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	571
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service.

“EXHIBIT A”

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES

500

580

TARIFF

SECTION NO.

SHEET NO.

NATURAL GAS RATE SCHEDULES

OCTOBER 1, 2026

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/2022)

LARGE COMMERCIAL AND SMALL INDUSTRIAL SERVICE - RURAL

RATE SCHEDULE G-H

APPLICABILITY

This rate is applicable to all rural commercial and industrial customers whose maximum gas requirements are in excess of 350 cubic feet per hour.

AVAILABILITY

This rate is available to all commercial and industrial customers of the Municipal Gas System located outside of the corporate limits of the City of Brenham, Texas, meeting the criteria specified above.

MONTHLY CHARGES

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving service	\$82.89
Distribution Charge	Charge for distribution service	\$2.314 per mcf
Commodity Charge	Charge for natural gas supply (gate rate) and transportation	\$5.35 per mcf
Gas Cost Adjustment Charge	Charge for adjustments in commodity charges	Monthly

MINIMUM CHARGES

The minimum monthly base bill shall be the customer charge for each month of the year, regardless of whether service is disconnected during the summer months.

BILLING ADJUSTMENTS

1. In addition to the base charges, each customer's monthly bill will include an appropriate gas cost adjustment charge as explained on Sheet No. 595.
2. In addition to the base charges and the gas cost adjustment charges, the customer will be billed for all taxes applicable to the sale of natural gas, excluding gross receipts taxes.

“EXHIBIT A”
CITY OF BRENHAM
200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	500	581
TARIFF	SECTION NO.	SHEET NO.
NATURAL GAS RATE SCHEDULES	OCTOBER 1, 2026	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/2022)	

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next work day. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Natural gas furnished under this rate schedule shall be delivered at a pressure of four (4) ounces, five (5) pounds or at line pressure and have a minimum heat content of 983 BTU's per cubic foot and shall be delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of extension.
3. If the installation of a service tap is necessary to provide the customer with service, one such tap will be provided per premise by the City at a cost to the customer in accordance with the City's tapping policy in effect at the time of the service tap.
4. The City will provide and install a meter to measure the quantity of gas consumed by the customer.
5. The fee for turning gas service off/on at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays)
6. A special service charge of \$15 will be made for any requested pilot re-light during normal working hours and \$30 for after hours service
7. In the event a customer desires to increase the size of an existing service and it is agreeable with the City, the cost of such enlargement will be equal to the cost of installation of the new size of service



City Council Regular Meeting
AGENDA ITEM 7.c

Agenda Item: **Approve a Memorandum of Understanding Between the City of Brenham and Texas Music Office within the Office of the Governor Related to Brenham Being Named a Texas Music Friendly Community and the Maintenance of the Texas Music Industry Directory and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Megan Mainer, Interim City Manager

SUMMARY STATEMENT:

On November 19, 2020, the City of Brenham and the Texas Music Office within the office of the Governor, executed a MOU as the final requirement to become a certified Texas Music Friendly Community.

The Texas Music Office has requested the MOU between the City of Brenham and the Texas Music Office be renewed to maintain the City of Brenham's certification as a Texas Music Friendly Community. The MOU outlines the City of Brenham's responsibilities and includes:

- 1) Maintaining the Brenham Music Industry dataset;
- 2) Reviewing and updating exported entries into the dataset;
- 3) Updating and exporting the Brenham dataset twice annually in January and July; and
- 4) Promoting public awareness of the Brenham Music Industry dataset and encouraging utilization by industry members.

ATTACHMENTS:

1. Memorandum of Understanding

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approve a Memorandum of Understanding between the City of Brenham and Texas Music Office within the Office of the Governor related to Brenham being named a Texas Music Friendly Community and the maintenance of the Texas Music Industry Directory and authorize the Mayor to execute any necessary documentation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE
CITY OF BRENHAM
FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY**

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the Brenham dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the City of Brenham, a Texas home-rule municipal corporation (“City”). The OOG and City shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the Brenham dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating City-owned dataset of Brenham-area music businesses with the (979) area code.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the Brenham dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the City to use information exported from the Directory to create and maintain a Brenham Music Industry dataset to promote the development of the Brenham music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU (“Effective Date”) and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The Brenham dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the Brenham dataset of the Directory. The Parties will cooperate in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and

performing maintenance activities with respect to the Brenham dataset, and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the Brenham dataset of the Directory.

IV. MANAGING PARTIES

CITY OF BRENHAM

Megan Mainer
Interim City Manager
City of Brenham
200 West Vulcan Street
Brenham, Texas 77833
(979) 337-7576
mmainer@cityofbrenham.org

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Chip Adams
Department Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 463-8335
chip.adams@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current Brenham Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the City so that the City may create a Brenham Music Industry dataset to be published on the City's website, and so that the City may research the accuracy of the dataset.
2. Ensure that the City is kept aware of any website changes that may affect the Brenham database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. CITY RESPONSIBILITIES

The City shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the Brenham Music Industry dataset, located at:
<https://gov.texas.gov/apps/music/directory/results/All/p1/city/brenham>
2. Review and update where possible all exported entries within the Brenham Music Industry dataset.

3. Update and export the Brenham dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within three (3) months of receiving the exported dataset from the OOG.
4. Promote public awareness of the Brenham Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather a transfer of records for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"), and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The Party that receives such a request, in consultation with the other Party, will make a determination whether to submit a request received by the OOG for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current Brenham Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

CITY OF BRENHAM

**TEXAS MUSIC OFFICE,
OFFICE OF THE GOVERNOR**

ATWOOD C. KENJURA, MAYOR

CHIEF OF STAFF OR DESIGNEE

DATE

DATE



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

Agenda Item: **Approve an On-Airport Land Lease Between the City of Brenham and the United States of America Department of Transportation Federal Aviation Administration for the Operation and Maintenance of Navigation, Communication, and Weather Aid Facilities at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Megan Mainer, Interim City Manager

SUMMARY STATEMENT:

On December 16, 2025, a representative of the Department of Transportation Federal Aviation Administration contacted staff regarding the renewal of the Federal Aviation Administration's (FAA) Lease No. DTFASW-06-L-00170 for land rights located at Brenham Municipal Airport, Brenham, TX. The existing lease, signed on August 22, 2007, expires by its terms on September 30, 2026. Also, the Memorandum of Agreement (MOA) No. DTFASW-08-L-00029 expires by its terms on September 30, 2027.

This agreement authorizes the Federal Aviation Administration to install and operate equipment at the airport that supports the radar tower that was constructed on airport property next to Old Independence Road. Moving Target Indicator (MTI) equipment was installed at the south end of the runway and the Mono Pulse Remote System Monitor (MRSM) was installed near the beacon tower.

There is a continuing need for the FAA to operate and maintain two facilities in support of Brenham Municipal Airport operations and consolidate these agreements into one MOA document. Additionally, the FAA tower fills a gap in navigation and gives Houston TRACON data. The FAA is the owner of the tower, and they complete all the maintenance on the tower. The City Attorney suggested various revisions to the initial agreement and the FAA has agreed to City's requested terms.

ATTACHMENTS:

1. FAA On Airport Land Lease
2. Exhibit A to Lease
3. Exhibit B to Lease

FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

Approve an On-Airport Land Lease between the City of Brenham and the United States of America Department of Transportation Federal Aviation Administration for the operation and maintenance of navigation, communication, and weather aid facilities at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

ON-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF BRENHAM, TEXAS

FAA LEASE NO: 697DCM-26-L-00016
ATID/FACILITY TYPE: BNH/DASR-11 & RPBM
LOCATION: BRENHAM, TEXAS

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between the City of Brenham, Texas, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA or Government.
2. **Succeeding Lease (09/2021) 6.1.2** This Lease succeeds Lease No. DTFASW-06-L-00170, supersedes MOA No. DTFASW-08-L-00029, and all other previous agreements between the parties for the property described in this document.
3. **Witnesseth (09/2021) 6.1.3** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
4. **Description of Premises (09/2021) 6.1.4-3** This Lease covers the following described property, hereinafter referred to as the premises and hereby consisting of:

AIRPORT SURVEILLANCE RADAR (DASR-11)
FACILITY SITE

Being a tract or parcel of land 200 feet square, lying and being situated in the E. Allcorn Survey, Abstract 1, Washington County, Texas, being out of a tract said to contain 10.094 acres conveyed to the City of Brenham by deed recorded in Volume 608, Page 334, et seq. of the Official Records of Washington County (O.R.W.C.). Said 200 foot square tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8-inch iron rod found for the northwest corner of said called 10.094 acre City of Brenham tract, having grid coordinates of X= 3,544,969.12, Y= 10,068,918.13;

THENCE South 03°35'28" East, a distance of 157.21 feet to a point from which a 3/8 inch iron rod found for the southwest corner of said called 10.094 acre City of Brenham tract bears South 03°35'28" East, a distance of 278.54 feet;

THENCE North 86°24'32" East, a distance of 9.66 feet to a ½ inch rod set for the northwest corner and PLACE OF BEGINNING of the herein described tract;

THENCE North 86°24'32" East, at 5.00 feet passing a 5/8 inch iron rod set for reference and continuing for a total distance of 200.00 feet to a 5/8 inch rod set for the northeast corner of the herein described tract;

THENCE South 03°35'28" East, a distance of 200.00 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 86°24'32" West, a distance of 200.00 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 03°35'28" West, a distance of 200.00 feet to the Place of Beginning.

Said land site shown on Topographic Survey and Site Improvement Plan Drawing on Exhibit "A," dated February 06, 2006, attached hereto and made a part hereof.

ACCESS/UTILITY/GRADING EASEMENT

Being an Access/Utility/Grading Easement over and across a tract said to contain 10.094 acres, lying and being situated in the E. Allcorn Survey, Abstract 1, Washington County, Texas, conveyed to the City of Brenham by deed recorded in Volume 608, Page 334, et seq. of the Official Records of Washington County (O.R.W.C). Said easement being more particularly described by metes and bounds as follows

COMMENCING at a 3/8-inch iron rod found for the northwest corner of said called 10.094 acre City of Brenham tract, having grid coordinates of X= 3,544,969.12, Y= 10,068,918.13;

THENCE South 03°35'28" East, a distance of 157.21 feet to a point for the northwest corner and PLACE OF BEGINNING of the herein described easement;

THENCE North 86°24'32" East, a distance of 9.66 feet to a 1/2 inch iron rod set for the northwest corner of the 200 foot square DASR site, from which a 5/8 inch iron rod set for reference bears North 86°24'32" East, a distance of 5.00 feet.

THENCE with the west line of the 200 foot square DASR site. South 03°35'28" East, a distance of 200.00 feet to a 1/2 inch iron rod set for the southwest corner of the 200 foot square DASR site, from which a 5/8 inch iron rod set for reference bears North 86°24'32" East, a distance of 5.00 feet;

THENCE South 86°24'32" West, a distance of 9.66 feet to a point in the easterly margin of Old Independence Road, from which a 3/8 inch iron rod found for the southwest corner of said called 10.094 acre City of Brenham tract bears South 03°35'28 East, a distance of 78.54 feet;

THENCE with the easterly margin of Old Independence Road, North 03°35'28" West, a distance of 200.00 feet to the Place of Beginning.

**REMOTE BEACON PERFORMANCE MONITOR (RPBM)
FACILITY SITE AND ACCESS ROAD**

A land site that is approximate 10 feet x 25 feet and access road located on-airport property near the South boundary of the Brenham Municipal Airport, Washington County, Texas, being close to Airport Road and in proximity to Aviation Way. RPBM at Lat/Lon – 30.21041 / -96.37149. The site includes equipment box unit mounted on 3-foot x 3-foot concrete pad and two associated antenna type poles, as depicted in photo, identified as Exhibit “B”, attached hereto and made a part hereof.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined to be most convenient by mutual agreement of the Lessor and the Government.

B. This Lease includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA’s activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This Lease is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2026 and continuing through September 30, 2046.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the Lessor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this Lease and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any

sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this Lease establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

11. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This Lease, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available.
 - A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
 - E. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
 - F. **Compliance with Applicable Laws (01/2023) 6.3.31-1**
 - G. **Examination of Records (09/2021) 6.3.32**
 - H. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
 - I. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**
 - J. **Covered Telecommunications Equipment or Services – Representations (09/2021) 6.9.5-1**
 - K. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2**
13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Lessor agrees that all Lessor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Lessor improvements or changes will be at the expense of the Lessor. In the event that the Lessor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Lessor or the FAA, funding responsibility shall be determined by mutual agreement between the parties and memorialized in a Supplemental Agreement.
15. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Lease or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

16. Restoration (09/2021) 6.3.18-1

A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:

- i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,
- ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the Lessor, so long as it is determined by the RECO to be in the best interests of the Government or,
- iii. Make an equitable adjustment in the contract amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made in accordance with paragraphs (i), (ii), or this paragraph, the parties shall enter into a supplemental agreement hereto effecting such agreement.

B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

C. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

17. Quiet Enjoyment (09/2021) 6.3.25 The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

18. Interference with FAA Operations (09/2021) 6.3.28-2 The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

19. Hold Harmless (01/2024) 6.3.30 In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

20. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34 If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

21. **Integrated Agreement (09/2021) 6.3.36** This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
22. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Lessor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
23. **Contract Disputes (11/2003) 6.3.39**
- A. All disputes under or related to this Lease shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.
- B. All contract disputes shall be in writing and shall be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Attention: AGC-70, Wilbur Wright Bldg. Room 2W100
Telephone: (202) 267-3290
Facsimile: (202) 267-3720 - Alternate Facsimile: (202) 267-1293
- C. A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.
- D. The full text of the Contract Disputes clause is incorporated by reference. Upon request, the full text will be provided by the RECO.
24. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this lease. The Lessor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Lessor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
25. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
City of Brenham, TX
200 W. Vulcan St.
Brenham, TX 77833

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-XXX
10101 Hillwood Parkway
Fort Worth, TX 76177

26. Signature Block (09/2021) 6.10.3 This Lease shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

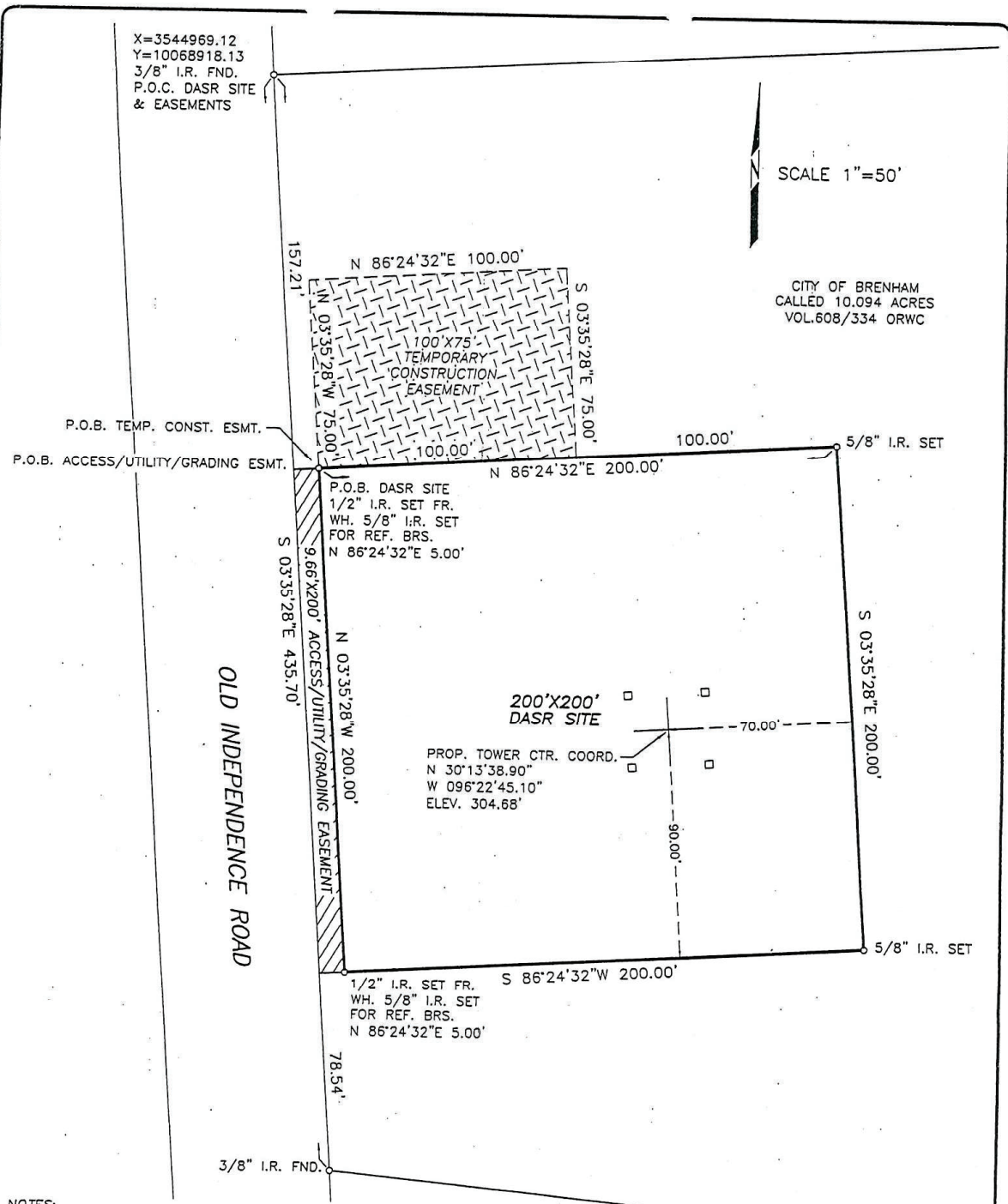
CITY OF BRENHAM, TEXAS

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Atwood Kenjura
Mayor
Date: _____

By: _____
Joan C. Harris
Real Estate Contracting Officer
Date: _____

EXHIBIT A



NOTES:

1. All bearings, distances and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.9999575. Elevations are based on NAVD 88.
2. The surveyor has not abstracted the property. This survey was performed without the benefit of a current abstract of property or title report and may be subject to any conditions, easements, restrictions, additions, or exceptions that a current title opinion might disclose.
3. All set iron rods are marked with a cap stamped "O'MALLEY ENGINEERS".
4. This survey is valid only if it bears the seal and original signature of the surveyor.
5. This plat is accompanied by a metes and bounds description of even date herewith.

The information shown on this plat is based on a survey performed on the ground under my supervision and completed February 6, 2006. It is my professional opinion that this map represents the facts as found.

Robert C. Schmidt
Robert C. Schmidt, RPLS
Texas Registered Professional
Land Surveyor No. 4705



FEDERAL AVIATION ADMINISTRATION -
AIRPORT SURVEILLANCE RADAR ASR-11
PLAT SHOWING 200'X200' DASR SITE,
ACCESS/UTILITY/GRADING EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT OVER
AND ACROSS A CALLED 10.094 ACRE TRACT,
VOLUME 608, PAGE 334, ET SEQ., O.R.W.C.,
SITUATED IN THE E. ALLCORN SURVEY, A-1,
WASHINGTON COUNTY, TEXAS

O'MALLEY ENGINEERS
203 S. JACKSON ST. BRENHAM, TEXAS
(979) 836-7937 FAX (979) 836-7936

JOB NO. 2005.31 LC DWG. NO. RADAR2.DWG



O'Malley Engineers, L.L.P.

Craig Kankel, P.E.
Robert C. Schmidt, P.E.
Ed Addicks, P.E.

STATE OF TEXAS)
COUNTY OF WASHINGTON)

FEDERAL AVIATION ADMINISTRATION - AIRPORT SURVEILLANCE RADAR ASR-11

"DASR SITE"

BEING a tract or parcel of land 200 feet square, lying and being situated in the E. Allcorn Survey, Abstract 1, Washington County, Texas, being out of a tract said to contain 10.094 acres conveyed to the City of Brenham by deed recorded in Volume 608, Page 334, et seq. of the Official Records of Washington County (O.R.W.C.). Said 200 foot square tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the northwest corner of said called 10.094 acre City of Brenham tract, having grid coordinates of X= 3,544,969.12, Y= 10,068,918.13;

THENCE South 03°35'28" East, a distance of 157.21 feet to a point from which a 3/8 inch iron rod found for the southwest corner of said called 10.094 acre City of Brenham tract bears South 03°35'28" East, a distance of 278.54 feet;

THENCE North 86°24'32" East, a distance of 9.66 feet to a 1/2 inch iron rod set for the northwest corner and PLACE OF BEGINNING of the herein described tract;

THENCE North 86°24'32" East, at 5.00 feet passing a 5/8 inch iron rod set for reference and continuing for a total distance of 200.00 feet to a 5/8 inch iron rod set for the northeast corner of the herein described tract;

THENCE South 03°35'28" East, a distance of 200.00 feet to a 5/8 inch iron rod set for the southeast corner of the herein described tract;

THENCE South 86°24'32" West, a distance of 200.00 feet to a 5/8 inch iron rod set for the southwest corner of the herein described tract;

THENCE North 03°35'28" West, a distance of 200.00 feet to the Place of Beginning.

Notes:

1. All bearings, distances and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.999575.
2. This survey is valid only if it bears the seal and original signature of the surveyor.
3. All set iron rods are marked with a cap stamped "O'MALLEY ENGINEERS".
4. This description is accompanied by a plat of even date herewith.

February 6, 2006.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705

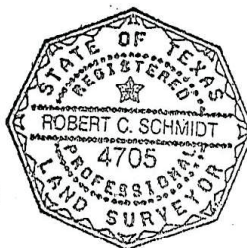




EXHIBIT "A"

STATE OF TEXAS)
COUNTY OF WASHINGTON)

FEDERAL AVIATION ADMINISTRATION - AIRPORT SURVEILLANCE RADAR ASR-11

"ACCESS/UTILITY/GRADING EASEMENT"

BEING AN ACCESS/UTILITY/GRADING EASEMENT over and across a tract said to contain 10.094 acres, lying and being situated in the E. Allcorn Survey, Abstract 1, Washington County, Texas, conveyed to the City of Brenham by deed recorded in Volume 608, Page 334, et seq. of the Official Records of Washington County (O.R.W.C.). Said easement being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the northwest corner of said called 10.094 acre City of Brenham tract, having grid coordinates of X= 3,544,969.12, Y= 10,068,918.13;

THENCE South 03°35'28" East, a distance of 157.21 feet to a point for the northwest corner and PLACE OF BEGINNING of the herein described easement;

THENCE North 86°24'32" East, a distance of 9.66 feet to a 1/2 inch iron rod set for the northwest corner of the 200 foot square DASR site, from which a 5/8 inch iron rod set for reference bears North 86°24'32" East, a distance of 5.00 feet;

THENCE with the west line of the 200 foot square DASR site, South 03°35'28" East, a distance of 200.00 feet to a 1/2 inch iron rod set for the southwest corner of the 200 foot square DASR site, from which a 5/8 inch iron rod set for reference bears North 86°24'32" East, a distance of 5.00 feet;

THENCE South 86°24'32" West, a distance of 9.66 feet to a point in the easterly margin of Old Independence Road, from which a 3/8 inch iron rod found for the southwest corner of said called 10.094 acre City of Brenham tract bears South 03°35'28" East, a distance of 78.54 feet;

THENCE with the easterly margin of Old Independence Road, North 03°35'28" West, a distance of 200.00 feet to the Place of Beginning.

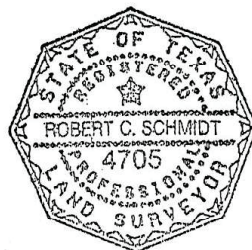
Notes:

1. All bearings, distances and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All Distances shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.9999575.
2. This survey is valid only if bears the seal and original signature of the surveyor.
3. All set iron rods are marked with a cap stamped "O'MALLEY ENGINEERS".
4. This description is accompanied by a plat of even date herewith.

February 6, 2006.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705





O'Malley Engineers, L.L.P.

Craig Kankel, P.E.
Robert C. Schmidt, P.E.
Ed Addicks, P.E.

EXHIBIT "A"

STATE OF TEXAS)
COUNTY OF WASHINGTON)

FEDERAL AVIATION ADMINISTRATION - AIRPORT SURVEILLANCE RADAR ASR-11

"TEMPORARY CONSTRUCTION EASEMENT"

BEING A TEMPORARY CONSTRUCTION EASEMENT over and across a tract said to contain 10.094 acres, lying and being situated in the E. Allcorn Survey, Abstract 1, Washington County, Texas, conveyed to the City of Brenham by deed recorded in Volume 608, Page 334, et seq. of the Official Records of Washington County (O.R.W.C.). Said easement being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for the northwest corner of said called 10.094 acre City of Brenham tract, having grid coordinates of X= 3,544,969.12, Y= 10,068,918.13;

THENCE South 03°35'28" East, a distance of 157.21 feet to a point from which a 3/8 inch iron rod found for the southwest corner of said called 10.094 acre City of Brenham tract bears South 03°35'28" East, a distance of 278.54 feet;

THENCE North 86°24'32" East, a distance of 9.66 feet to a 1/2 inch iron rod set for the northwest corner and PLACE OF BEGINNING of the herein described easement and the northwest corner of the 200 foot square DASR site;

THENCE North 03°35'28" West, a distance of 75.00 feet to a point;

THENCE North 86°24'32" East, a distance of 100.00 feet to a point;

THENCE South 03°35'28" East, a distance of 75.00 feet to a point in the north line of the 200 foot square DASR site, from which a 5/8 inch iron rod set for the northeast corner of the 200 foot square DASR site bears North 86°24'32" East, a distance of 100.00 feet;

THENCE with the north line of the 200 foot square DASR site, South 86°24'32" West, at 95.00 feet passing a 5/8 inch iron rod set for reference and continuing for a total distance of 100.00 feet to the Place of Beginning.

Notes:

1. All bearings, distances and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All Distances shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.9999575.
2. This survey is valid only if bears the seal and original signature of the surveyor.
3. All set iron rods are marked with a cap stamped "O'MALLEY ENGINEERS".
4. This description is accompanied by a plat of even date herewith.

February 6, 2006.

Robert C. Schmidt

Robert C. Schmidt, TX RPLS No. 4705

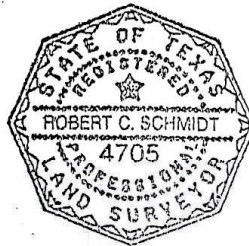


EXHIBIT B





City Council Regular Meeting
AGENDA ITEM 7.e

Agenda Item: Approve the Appointment of Jennifer Eckermann to Serve as the City of Brenham's Liaison on the Brenham Heritage Museum Board and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Megan Mainer, Interim City Manager

SUMMARY STATEMENT:

Councilmember Cook has been serving as the City's liaison on the Brenham Heritage Museum Board for several years. Councilmember Cook notified me last week of her need to resign from the Board and requested that Jennifer Eckermann be appointed to serve in her place.

I support Jennifer representing the City on this Board and I recommend the City Council appoint her as the City's liaison.

ATTACHMENTS:

None

FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

Approve the appointment of Jennifer Eckermann to serve as the City of Brenham's liaison on the Brenham Heritage Museum Board and authorize the Mayor to execute any necessary documentation.



City Council Regular Meeting
AGENDA ITEM 7.f

Agenda Item: **Approve Renewal of Cyber Liability and Data Breach Response Insurance Coverage with AmTrust Cyber, Billed and Collected by Texas Municipal League Intergovernmental Risk Pool, and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Susan Nienstedt, Director of Human Resources and Risk Management

SUMMARY STATEMENT:

See attached Memo from Susan Nienstedt.

ATTACHMENTS:

1. Memo from Susan Nienstedt

FUNDING SOURCE:

IT department budget.

RECOMMENDATION:

Approve renewal of Cyber Liability and Data Breach Response Insurance Coverage with AmTrust Cyber, billed and collected by Texas Municipal League Intergovernmental Risk Pool, and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor and City Council

From: Susan Nienstedt, Director of Human Resources & Risk Management

Subject: Renewal of Cybersecurity Liability Coverage with AmTrust Cyber for FY2026-27 billed and collected by TMLIRP

Date: August 27, 2026

Cybersecurity coverage continues to change quickly as cybercrime evolves and attacks increase for municipalities. Cybercrime costs statewide are increasing due to the expertise, knowledge, and skills needed to mitigate these high-cost disruptive claims. As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the Pool's ability to provide comparable rates to the commercial insurance market and its competitors. TMLIRP uses Risk Placement Services as their specialty broker for cyber security lines of coverage. Because of the size and scope of the pool's membership they are able to obtain better market pricing and terms for their Members's Cyber coverage. TMLIRP bills and collects the premiums for all liability coverages, including this cyber security liability coverage.

In 2024, with the assistance of TMLIRP, we engaged their trusted provider AmTrust Cyber to provide cybersecurity liability insurance. This coverage includes dedicated panel of incident response experts to assist with getting operations running smoothly in the event of a cyber-attack, as well as numerous other services. AmTrust Cyber renewal for the plan year October 1, 2026 through September 30, 2027, will remain the same cost as last year at \$44,017.09, billed and collected through Texas Municipal League Intergovernmental Risk Pool.

AmTrust Cyber has updated and expanded their services to be even more responsive to evolving threats we face.

Recommendation

We are recommending approval of the renewal of cybersecurity liability coverage with AmTrust Cyber billed and collected by TMLIRP effective October 1, 2026.



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Proposed Tax Rate of \$0.4750 per \$100.00 Valuation for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027

Meeting Date: September 3, 2026

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The Washington County Appraisal District has certified the taxable values of \$2,737,964,186 for the 2026 Tax Year, which is an overall increase in property values of \$19,836,192, or less than 1%. A property tax rate of \$0.4750 per \$100 valuation is being proposed to fund the FY2026-27 budget. The total tax rate is comprised of the No-New-Revenue Maintenance and Operations (M&O) Rate of \$0.3330 and the current Interest and Sinking (I&S, or Debt) Rate of \$0.1420. The total rate is above the total No-New-Revenue Rate of \$0.4669 and will produce higher tax revenues. Therefore, a public hearing is required so that taxpayers may have the opportunity to express their views on the increase in tax revenues.

ATTACHMENTS:

1. Tax Rate Memo 26-27
2. Form 50-876 NOTICE OF PUBLIC HEARING ON TAX RATE

FUNDING SOURCE:

N/A

RECOMMENDATION:

Public Hearing - Receive citizen comments regarding the proposed tax rate



MEMORANDUM

To: Mayor, Council, and Interim City Manager

From: Julie Flagg
Chief Financial Officer

Subject: Proposed 2026 Tax Rate – Public Hearing and Ordinance

Date: August 31, 2026

The proposed FY2026-27 budget was presented to Council at the Budget Workshop held on July 20, 2026. The proposed budget is on the City's website and on file with the City Secretary.

City of Brenham Certified Values for 2026 Tax Year

On July 21, 2026, the City received the certified tax roll from the Washington County Appraisal District. Total Certified Values for the 2026 tax year (FY2026-27) are \$2,737,964,186, which is an increase of \$19,836,192, or 0.73%, from the final 2025 tax year (FY2025-26) values of \$2,718,127,994. Some items to note regarding the 2026 valuation:

- New properties with a taxable value of \$43,744,635 were added in the current year. The total tax revenue at the proposed tax rate from these new properties is \$207,787 (\$145,670 in M&O revenue and \$62,117 in I&S revenue).
- New exemptions of \$50,203,810 were granted in the current year. The majority of the new exemptions were due to the increase in business personal property exemption under Texas House Bill 9. The increase in business personal property exemptions totaled \$45,747,530, which represents a loss of \$217,301 in revenue (\$152,339 in M&O revenue and \$64,962 in I&S revenue).
- Property values with tax ceilings for residential homestead property owners over 65 and disabled persons total \$438,214,839, or 16% of the total Certified Value. There are 1,725 properties with tax ceilings, which represent 31% of the total single family residence properties. The difference between the actual taxes to be paid on these properties of \$1,560,393 and the tax at the proposed tax rate of \$2,081,520 is lost revenue of \$521,127 (\$365,337 in M&O revenue and \$155,790 in I&S revenue).

City of Brenham Proposed Tax Rate for FY2026-27

Based on the certified taxable values of \$2,737,964,186, the No-New-Revenue rate is \$0.4669 per \$100 valuation and the Voter-Approval rate is \$0.5108 per \$100 valuation for the 2026 Tax Year. The 2026 Voter-Approval rate includes the unused increment from the previous three (3) years. The No-New-Revenue rate is the tax rate that would produce the same amount of tax revenue if applied to the same properties taxed in both years. The Voter-Approval rate is the highest tax rate that may be adopted without holding an election to seek voter approval of the rate.

A property tax rate of \$0.4750 per \$100 valuation is proposed to fund the FY2026-27 budget. The total tax rate of \$0.4750 consists of the No-New-Revenue maintenance and operation (M&O) rate of \$0.3330 and the current interest and sinking (I&S, or debt service) rate of \$0.14200. The proposed rate is less than the Voter-Approval rate, so no election will be necessary. The proposed rate is greater than the No-New-Revenue rate, so a public hearing is required before the tax rate is adopted.

Tax Rate Comparison		
	2026 (FY27) PROPOSED	2025 (FY26) ADOPTED
Property Tax Rate	\$ 0.4750	\$ 0.4676
Voter-Approval Tax Rate	\$ 0.5108	\$ 0.4802
No-New-Revenue Tax Rate	\$ 0.4669	\$ 0.4691
No-New-Revenue M&O Rate	\$ 0.3330	\$ 0.3256
M&O Tax Rate	\$ 0.3330	\$ 0.3256
Debt Tax Rate	\$ 0.1420	\$ 0.1420

Property Tax Rate	M&O	I&S (Debt)	Total
Current Tax Rate	\$ 0.3256	\$ 0.1420	\$ 0.4676
Proposed Tax Rate	\$ 0.3330	\$ 0.1420	\$ 0.4750
Increase/(Decrease)	\$ 0.0074	\$ 0.0000	\$ 0.0074

Below is a comparison chart showing the average homestead taxable value for the tax year 2025 (FY26) versus tax year 2026 (FY27), and the total change in taxes.

Comparison Table	Tax Year		Change	
	2025 (FY26)	2026 (FY27)	Dollar	Percent
Total Tax Rate (per \$100 of value)	\$ 0.4676	\$ 0.4750	\$ 0.0074	1.58%
Average Homestead Taxable Value	\$ 286,168	\$ 286,990	\$ 822	0.29%
Tax on Average Homestead	\$ 1,338.12	\$ 1,363.20	\$ 25.08	1.87%
Total Tax Levy on All Properties	\$ 12,199,508	\$ 12,483,817	\$ 284,309	2.33%

Recommendation

No action for the Public Hearing Agenda Item

Regular Session Agenda Item - Approve an Ordinance on its first reading adopting a Tax Rate of \$0.4750 per \$100 valuation.

NOTICE OF PUBLIC HEARING ON TAX RATE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$ <u>0.4750</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.4669</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.5108</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for City of Brenham from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval tax rate is the highest tax rate that City of Brenham may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Brenham is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON
SEPTEMBER 3, 2026, at 1:00 P.M. at CITY HALL, 200 WEST VULCAN STREET, BRENHAM, TEXAS 77833

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Brenham is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Brenham at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

The members of the governing body voted to consider the proposed tax rate as follows:

FOR the proposal: Atwood Kenjura, Clint Kolby, Steve Soman, Albert Wright, Dr. Paul LaRoche,
Adonna Saunders

AGAINST the proposal:

PRESENT and not voting:

ABSENT: Leah Cook

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Brenham last year to the taxes proposed to be imposed on the average residence homestead by City of Brenham this year.

	2025 (FY26)	2026 (FY27)	Change
Total Tax Rate (per \$100 of value)	\$ 0.4676	\$ 0.4750	Increase of \$ 0.0074, or 1.58%
Average Homestead Taxable Value	\$ 286,168	\$ 286,990	Increase of \$822, or 0.29%
Tax on Average Homestead	\$ 1,338.12	\$ 1,363.20	Increase of \$25.08, or 1.87%
Total Tax Levy on All Properties	\$ 12,199,508	\$ 12,483,817	Increase of \$284,309, or 2.33%

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: **Proposed Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027**

- The FY2026-27 proposed budget for the City of Brenham will raise more revenue from total property taxes than last year's budget by an amount of \$381,755, which is a 3.23 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$207,787.

TAXPAYER IMPACT:

Scenario	Median Taxable Homestead Value	Tax Rate	Estimated Tax Bill	Change from Current Year
Current Year Adopted Rate	\$273,510 (2025)	\$0.4676	\$1,278.93	
No-New-Revenue Rate (FY27)	\$277,670 (2026)	\$0.4669	\$1,296.44	\$17.51
Proposed Budget (FY27)	\$277,670 (2026)	\$0.4750	\$1,318.93	\$40.00

Meeting Date: September 3, 2026
Department: Finance
Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

FY2026-27 Proposed Budget for the City of Brenham includes appropriations of operating resources for 36 separate funds and authorizes \$131.9 million in expenditures. For more detailed information, see the attached FY2026-27 Proposed Budget. The complete and detailed FY2026-27 Proposed Budget is on file with the City Secretary and is available online at the City's website.

ATTACHMENTS:

1. FY2026-27 Budget Summary
2. FY2026-27 Budget Change Sheets
3. Notice of Public Hearing on FY2026-27 Proposed Budget

FUNDING SOURCE:

N/A

RECOMMENDATION:

Public Hearing - Receive citizen comments on the FY2026-27 Proposed Budget

CITY OF BRENHAM

BUDGET SUMMARY

Fund		Revenue	Other Sources	Expenditures	Other Uses	Change in Fund Balance
101	General	22,514,573	3,014,823	25,383,648	145,748	0
215	Airport	817,000	95,876	912,912	82,000	(82,036)
225	PD Equip	27,691	0	27,691	0	0
226	Public Safety Trng	5,000	0	5,000	0	0
232	Donations	99,000	0	119,258	0	(20,258)
236	Capital/NonRoutine Items	310,000	0	1,059,322	0	(749,322)
249	Tourism & Marketing	537,722	864,000	1,393,005	0	8,717
118	Debt Service	3,368,183	0	3,498,463	0	(130,280)
109	Hotel/Motel	979,000	0	88,955	924,000	(33,955)
229	Criminal Law Enforcement	23,000	0	36,000	0	(13,000)
233	Courts Security/Tech	23,670	0	17,270	8,000	(1,600)
244	Water Impact Fees	552,304	0	0	0	552,304
245	Wastewater Impact Fees	71,430	0	0	70,000	1,430
260	Brenham Comm Projects	0	0	0	0	0
203	Airport Capital Improv	433,440	121,397	481,600	0	73,237
234	Parks Capital Improv	44,250	917,692	2,454,692	0	(1,492,750)
237	Streets/Drainage	36,000	10,000,000	818,000	212,204	9,005,796
270	General Govt Cap Improv	96,000	12,300,000	4,718,752	10,000,000	(2,322,752)
301	TIRZ No. 1	1,066,890	0	190,000	0	876,890
102	Electric	8,514,388	917,672	7,834,227	1,508,642	89,191
122	Electric Wholesale Power	19,935,425	0	20,035,425	339,223	(439,223)
132	Electric Capital Projects	0	186,223	21,000	0	165,223
103	Gas	1,904,314	0	1,447,853	539,891	(83,430)
123	Gas Wholesale Power	1,836,976	0	1,836,976	0	0
132	Gas Capital Projects	0	200,000	67,000	0	133,000
104	Water	9,528,765	0	8,563,860	600,607	364,298
134	Water Capital Projects	800,000	22,570,000	28,901,893	0	(5,531,893)
105	Wastewater	5,230,349	70,000	4,874,597	420,164	5,588
135	Wastewater Capital Proj.	252,000	3,600,000	6,990,748	0	(3,138,748)
106	Sanitation	3,048,716	0	2,884,710	138,000	26,006
107	Drainage	725,680	0	564,340	150,000	11,340
137	Drainage Capital Projects	890,517	362,204	1,217,722	0	34,999
240	Vehicle/Equip Replace	0	0	83,982	0	(83,982)
500	Worker's Comp	204,518	0	204,000	0	518
600	Employee Benefits	2,507,529	0	2,506,750	0	779
250	BCDC	2,986,384	0	1,652,692	1,333,692	0
252	BCDC Capital	188,000	10,475	1,034,241	0	(835,766)
TOTAL FY2026-27 PROPOSED BUDGET		89,558,714	55,230,362	131,926,584	16,472,171	(3,609,679)
TOTAL FY2025-26 ADOPTED BUDGET		88,829,967	23,170,577	116,262,861	8,688,261	(12,950,578)

IN \$	TOTAL GENERAL FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	BCDC	TOTAL
BEG FUND BALANCE/WRKG CAP (PROJECTED)	10,578,166	1,071,952	946,157	13,666,787	48,689,158	1,478,266	3,677,978	80,108,465
TOTAL REVENUES	24,310,986	3,368,183	1,649,404	1,676,580	52,667,130	2,712,047	3,174,384	89,558,714
TOTAL EXPENDITURES	28,900,836	3,498,463	142,225	8,663,044	85,240,351	2,794,732	2,686,933	131,926,584
OTHER FINANCING SOURCES (USES)								
TRANSFERS IN	3,954,699	-	-	11,039,089	1,467,908	-	10,475	16,472,171
TRANSFERS OUT	(227,748)	-	(1,002,000)	(10,212,204)	(3,696,527)	-	(1,333,692)	(16,472,171)
NOTE PROCEEDS	-	-	-	-	68,191	-	-	68,191
INSURANCE PROCEEDS	20,000							20,000
DEBT PROCEEDS	-	-	-	12,300,000	26,370,000	-	-	38,670,000
TOTAL OTHER FINANCING SOURCES (USES)	3,746,951	-	(1,002,000)	13,126,885	24,209,572	-	(1,323,217)	38,758,191
CHANGE IN FUND BALANCE/NET POSITION	(842,899)	(130,280)	505,179	6,140,421	(8,363,649)	(82,685)	(835,766)	(3,609,679)
ENDING FUND BALANCE/WRKG CAP	9,735,267	941,672	1,451,336	19,807,208	40,325,510	1,395,581	2,842,212	76,498,786

IN \$	FUND 101 GENERAL GOVT	FUND 215 AIRPORT	FUND 225 PD EQUIP FUND	FUND 226 PUBLIC SAFETY TRAINING FUND	FUND 232 DONATIONS FUND	FUND 236 CAPITAL/ NON- ROUTINE FUND	FUND 249 TOURISM & MKTING	TOTAL
BEGINNING FUND BALANCE (PROJECTED)	8,432,474	82,036	-	25,922	671,463	1,550,070	(183,800)	10,578,166
TOTAL REVENUES	22,514,573	817,000	27,691	5,000	99,000	310,000	537,722	24,310,986
TOTAL EXPENDITURES	25,383,648	912,912	27,691	5,000	119,258	1,059,322	1,393,005	28,900,836
OTHER FINANCING SOURCES (USES)								
TRANSFERS IN	2,994,823	95,876	-	-	-	-	864,000	3,954,699
TRANSFERS OUT	(145,748)	(82,000)	-	-	-	-	-	(227,748)
INSURANCE PROCEEDS	20,000	-	-	-	-	-	-	20,000
DEBT PROCEEDS	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	2,869,075	13,876	-	-	-	-	864,000	3,746,951
CHANGE IN FUND BALANCE	-	(82,036)	-	-	(20,258)	(749,322)	8,717	(842,899)
ENDING FUND BALANCE	8,432,474	(0)	-	25,922	651,205	800,748	(175,083)	9,735,267

IN \$	FUND 118 DEBT SERVICE FUND
BEGINNING FUND BALANCE (PROJECTED)	1,071,952
TOTAL REVENUES	3,368,183
TOTAL EXPENDITURES	3,498,463
OTHER FINANCING SOURCES (USES)	
TRANSFERS IN	
TRANSFERS OUT	
DEBT PROCEEDS	
TOTAL OTHER FINANCING SOURCES (USES)	-
CHANGE IN FUND BALANCE	(130,280)
ENDING FUND BALANCE	941,672

IN \$	FUND 109 HOTEL/MOTEL FUND	FUND 229 CRIMINAL LAW ENFORCE	FUND 233 COURTS SECURITY/ TECH	FUND 244 WATER IMPACT FEES	FUND 245 WASTEWTR IMPACT FEES	FUND 260 BRENHAM COMMUNITY PROJECTS	TOTAL SPECIAL REVENUE FUNDS
BEGINNING FUND BALANCE (PROJECTED)	308,162	71,608	77,552	485,862	770	2,204	946,157
TOTAL REVENUES	979,000	23,000	23,670	552,304	71,430	-	1,649,404
TOTAL EXPENDITURES	88,955	36,000	17,270	-	-	-	142,225
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	-	-	-			-	-
TRANSFERS OUT	(924,000)	-	(8,000)	-	(70,000)	-	(1,002,000)
DEBT PROCEEDS	-	-	-			-	-
TOTAL OTHER FINANCING SOURCES (USES)	(924,000)	-	(8,000)	-	(70,000)	-	(1,002,000)
CHANGE IN FUND BALANCE	(33,955)	(13,000)	(1,600)	552,304	1,430	-	505,179
ENDING FUND BALANCE	274,207	58,608	75,952	1,038,166	2,200	2,204	1,451,336

IN \$	FUND 203 AIRPORT CAPITAL	FUND 234 PARKS CAPITAL PROJECTS	FUND 237 STREETS CAPITAL PROJECTS	FUND 270 GEN GOVT CAPITAL PROJECTS	FUND 301 TIRZ NO 1 FUND	TOTAL CAPITAL PROJECTS FUNDS
BEGINNING FUND BALANCE (PROJECTED)	7,762	1,621,980	3,838,723	6,257,811	1,940,511	13,666,787
TOTAL REVENUES	433,440	44,250	36,000	96,000	1,066,890	1,676,580
TOTAL EXPENDITURES	481,600	2,454,692	818,000	4,718,752	190,000	8,663,044
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	121,397	917,692	10,000,000	-	-	11,039,089
TRANSFERS OUT	-	-	(212,204)	(10,000,000)	-	(10,212,204)
DEBT PROCEEDS	-	-		12,300,000	-	12,300,000
TOTAL OTHER FINANCING SOURCES (USES)	121,397	917,692	9,787,796	2,300,000	-	13,126,885
CHANGE IN FUND BALANCE	73,237	(1,492,750)	9,005,796	(2,322,752)	876,890	6,140,421
ENDING FUND BALANCE	80,999	129,230	12,844,519	3,935,059	2,817,401	19,807,208

IN \$	FUND 102/122/132 ELECTRIC	FUND 103/123 GAS	FUND 104/134 WATER	FUND 105/135 WASTEWATER	FUND 106 SANITATION	FUND 107/137 DRAINAGE	TOTAL ENTERPRISE FUNDS
BEG WORKING CAPITAL (PROJECTED)	15,487,837	631,610	23,188,319	6,910,240	553,491	1,917,661	48,689,158
TOTAL REVENUES	28,449,813	3,741,290	10,328,765	5,482,349	3,048,716	1,616,197	52,667,130
TOTAL EXPENDITURES	27,890,652	3,351,829	37,465,753	11,865,345	2,884,710	1,782,062	85,240,351
OTHER FINANCING SOURCES (USES)							
TRANSFERS IN	1,035,704	-	-	70,000	-	362,204	1,467,908
TRANSFERS OUT	(1,847,865)	(539,891)	(600,607)	(420,164)	(138,000)	(150,000)	(3,696,527)
NOTE PROCEEDS	68,191	-	-	-	-	-	68,191
DEBT PROCEEDS	-	200,000	22,570,000	3,600,000	-	-	26,370,000
TOTAL OTHER FINANCING SOURCES (USES)	(743,970)	(339,891)	21,969,393	3,249,836	(138,000)	212,204	24,209,572
CHANGE IN WORKING CAPITAL	(184,809)	49,570	(5,167,595)	(3,133,160)	26,006	46,339	(8,363,649)
ENDING WORKING CAPITAL	15,303,028	681,180	18,020,724	3,777,080	579,497	1,964,000	40,325,510

IN \$	FUND 240 VERF	FUND 500 WORKERS COMP	FUND 600 EMPLOYEE BENEFITS	TOTAL INTERNAL SERVICE FUNDS
BEGINNING FUND BALANCE (PROJECTED)	759,159	227,825	491,282	1,478,266
TOTAL REVENUES	-	204,518	2,507,529	2,712,047
TOTAL EXPENDITURES	83,982	204,000	2,506,750	2,794,732
OTHER FINANCING SOURCES (USES)				
TRANSFERS IN	-	-	-	-
TRANSFERS OUT	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
CHANGE IN FUND BALANCE	(83,982)	518	779	(82,685)
ENDING FUND BALANCE	675,177	228,343	492,061	1,395,581

IN \$	FUND 250 BCDC FUND	FUND 252 BCDC CAPITAL FUND	TOTAL BCDC FUNDS
BEGINNING FUND BALANCE (PROJECTED)	2,842,212	835,766	3,677,978
TOTAL REVENUES	2,986,384	188,000	3,174,384
TOTAL EXPENDITURES	1,652,692	1,034,241	2,686,933
OTHER FINANCING SOURCES (USES)			
TRANSFERS IN	-	10,475	10,475
TRANSFERS OUT	(1,333,692)	-	(1,333,692)
DEBT PROCEEDS	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(1,333,692)	10,475	(1,323,217)
CHANGE IN FUND BALANCE	-	(835,766)	(835,766)
ENDING FUND BALANCE	2,842,212	0	2,842,212

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

101 - General Fund

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	New Proposed Budget
Beginning Revenues	\$ 22,529,732
Beginning Expenditures	\$ 25,398,807
Transfers (In)/Out & Insurance Proceeds	\$ (2,869,075)
Excess/(Use) of Unreserved Fund Balance	\$ -
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 22,529,732
Adjustments made after Presentation to Council:	
101-4-102.00 Ad Valorem (final Certified Values)	\$ (55,324)
101-4-140.00 Sales Tax	\$ 40,165
Total Adjusted Revenues	\$ 22,514,573
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 25,398,807
Adjustments made after Presentation to Council:	
5-100-306.00 Outdoor Street Lighting	\$ (9,737)
5-121-928.00 Brazos Valley Council	\$ (5,422)
Total Adjusted Expenditures	\$ 25,383,648
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ (2,869,075)
Adjustments made after Presentation to Council:	\$ -
Total Adjusted Revenues	\$ (2,869,075)
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 22,514,573
Total Expenditures	\$ 25,383,648
Transfers (In)/Out	\$ (2,869,075)
Excess/(Use) of Unreserved Fund Balance	\$ -

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

118 - DEBT

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	Proposed Budget
Beginning Revenues	\$ 3,463,040
Beginning Expenditures	\$ 3,498,463
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance	\$ (35,423)
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 3,463,040
Adjustments made after Presentation to Council:	
118-4-183.00 Ad Valorem (final Certified Values)	\$ (100,048)
118-4-513.00 Interest	\$ 5,191
Total Adjusted Revenues	\$ 3,368,183
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 3,498,463
Adjustments made after Presentation to Council:	
Total Adjusted Expenditures	\$ 3,498,463
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ -
Adjustments made after Presentation to Council:	
Total Adjusted Revenues	\$ -
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 3,368,183
Total Expenditures	\$ 3,498,463
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance - Matches Tax Rate Calculation Form 50-856	\$ (130,280)

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

301 - TIRZ

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	Proposed Budget
Beginning Revenues	\$ 908,422
Beginning Expenditures	\$ 180,000
Transfers (In)/Out	\$ 1,700,000
Excess/(Use) of Unreserved Fund Balance	\$ (971,578)
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 1,084,182
Adjustments made after Presentation to Council: 301-4-102.00 Ad Valorem (final Certified Values)	\$ (17,292)
Total Adjusted Revenues	\$ 1,066,890
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 190,000
Adjustments made after Presentation to Council:	\$ -
Total Adjusted Expenditures	\$ 190,000
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ -
Adjustments made after Presentation to Council:	
Total Adjusted Revenues	\$ -
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 1,066,890
Total Expenditures	\$ 190,000
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance	\$ 876,890

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

101 - General Fund

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	New Proposed Budget
Beginning Revenues	\$ 22,529,732
Beginning Expenditures	\$ 25,398,807
Transfers (In)/Out & Insurance Proceeds	\$ (2,869,075)
Excess/(Use) of Unreserved Fund Balance	\$ -
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 22,529,732
Adjustments made after Presentation to Council:	
101-4-102.00 Ad Valorem (final Certified Values)	\$ (55,324)
101-4-140.00 Sales Tax	\$ 40,165
Total Adjusted Revenues	\$ 22,514,573
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 25,398,807
Adjustments made after Presentation to Council:	
5-100-306.00 Outdoor Street Lighting	\$ (9,737)
5-121-928.00 Brazos Valley Council	\$ (5,422)
Total Adjusted Expenditures	\$ 25,383,648
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ (2,869,075)
Adjustments made after Presentation to Council:	\$ -
Total Adjusted Revenues	\$ (2,869,075)
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 22,514,573
Total Expenditures	\$ 25,383,648
Transfers (In)/Out	\$ (2,869,075)
Excess/(Use) of Unreserved Fund Balance	\$ -

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

118 - DEBT

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	Proposed Budget
Beginning Revenues	\$ 3,463,040
Beginning Expenditures	\$ 3,498,463
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance	\$ (35,423)
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 3,463,040
Adjustments made after Presentation to Council:	
118-4-183.00 Ad Valorem (final Certified Values)	\$ (100,048)
118-4-513.00 Interest	\$ 5,191
Total Adjusted Revenues	\$ 3,368,183
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 3,498,463
Adjustments made after Presentation to Council:	
Total Adjusted Expenditures	\$ 3,498,463
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ -
Adjustments made after Presentation to Council:	
Total Adjusted Revenues	\$ -
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 3,368,183
Total Expenditures	\$ 3,498,463
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance - Matches Tax Rate Calculation Form 50-856	\$ (130,280)

CITY OF BRENHAM
CHANGES TO PROPOSED FY2026-27 BUDGET
SINCE PRESENTATION CITY COUNCIL ON JULY 20, 2026

301 - TIRZ

ORIGINAL PRESENTATION TO CITY COUNCIL ON JULY 20, 2026	
	Proposed Budget
Beginning Revenues	\$ 908,422
Beginning Expenditures	\$ 180,000
Transfers (In)/Out	\$ 1,700,000
Excess/(Use) of Unreserved Fund Balance	\$ (971,578)
CHANGES MADE AFTER JULY 20, 2026	
REVENUE CHANGES	
Revenue projection presented to Council on July 20, 2026	\$ 1,084,182
Adjustments made after Presentation to Council: 301-4-102.00 Ad Valorem (final Certified Values)	\$ (17,292)
Total Adjusted Revenues	\$ 1,066,890
EXPENDITURE CHANGES	
Expenditures Presented to Council on July 20, 2026	\$ 190,000
Adjustments made after Presentation to Council:	\$ -
Total Adjusted Expenditures	\$ 190,000
TRANSFER CHANGES	
Transfers presented to Council on July 20, 2026	\$ -
Adjustments made after Presentation to Council:	
Total Adjusted Revenues	\$ -
PROPOSED BUDGET SUMMARY AS AMENDED AFTER JULY 20, 2026	
	New Proposed Budget
Total Revenues	\$ 1,066,890
Total Expenditures	\$ 190,000
Transfers (In)/Out	\$ -
Excess/(Use) of Unreserved Fund Balance	\$ 876,890

NOTICE OF PUBLIC HEARING ON FY2026-27 PROPOSED BUDGET

Pursuant to Chapter 102 of the Texas Local Government Code, the City of Brenham, Texas, will hold a public hearing to consider the Fiscal Year 2026-2027 Proposed Budget.

The public hearing will be held on:

Thursday, September 3, 2026, at 1:00 P.M.

City Hall – Council Chambers, 200 W. Vulcan St, Brenham, TX 77833

This budget will raise more total property taxes than last year's budget by \$381,755, or 3.23 percent, and of that amount \$207,787 is tax revenue to be raised from new property added to the tax roll this year.

Taxpayer Impact Statement

	Median Taxable Homestead Value	Tax Rate	Estimated Tax Bill	Change from Current Year
Current Year Adopted Rate	\$273,510 (2025)	\$ 0.4676	\$1,278.93	-
No-New-Revenue Rate (FY26)	\$277,670 (2026)	\$ 0.4669	\$1,296.44	\$17.51
Proposed Budget (FY26)	\$277,670 (2026)	\$ 0.4750	\$1,318.93	\$40.00

The Taxpayer Impact Statement above compares the estimated property tax bill for the median-valued homestead under the proposed budget and under a balanced budget funded at the no-new-revenue tax rate.

A copy of the proposed FY 2026-27 Budget is available for public inspection at the City Secretary's Office, Brenham City Hall, 200 W. Vulcan Street, Brenham, Texas, and on the City's website: <https://www.cityofbrenham.org>.

The hearing is open to the public, and all interested citizens are encouraged to attend and express their views.



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Adopting the Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027

Meeting Date: September 3, 2026

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The proposed FY2026-27 budget has been developed in compliance with the Property Tax Code, Local Government Code, and City Charter. The proposed budget includes appropriations of operating resources for 36 separate funds and authorizes \$131.9 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. This agenda item is for the first reading of the Ordinance to adopt the proposed FY2026-27 budget. **Council must take a record vote on this item.**

ATTACHMENTS:

1. Ordinance on its First Reading
2. Exhibit A

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approve an Ordinance on its first reading adopting the budget for fiscal year beginning October 1, 2026 and ending September 30, 2027.

ORDINANCE NO. O-26-_____

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2026-27; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2026 through September 30, 2027 and has filed same with the City Secretary and has held a public hearing on same, all after due notice as required by statute.

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

SECTION I.

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2026 through September 30, 2027 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the ____ day of September, 2026.

PASSED AND ADOPTED on its second reading this the ____ day of September, 2026.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC. CMC
City Secretary

Cary Bovey
City Attorney

EXHIBIT A**CITY OF BRENHAM****BUDGET SUMMARY**

Fund		Revenue	Other Sources	Expenditures	Other Uses	Change in Fund Balance
101	General	22,514,573	3,014,823	25,383,648	145,748	0
215	Airport	817,000	95,876	912,912	82,000	(82,036)
225	PD Equip	27,691	0	27,691	0	0
226	Public Safety Trng	5,000	0	5,000	0	0
232	Donations	99,000	0	119,258	0	(20,258)
236	Capital/NonRoutine Items	310,000	0	1,059,322	0	(749,322)
249	Tourism & Marketing	537,722	864,000	1,393,005	0	8,717
118	Debt Service	3,368,183	0	3,498,463	0	(130,280)
109	Hotel/Motel	979,000	0	88,955	924,000	(33,955)
229	Criminal Law Enforcement	23,000	0	36,000	0	(13,000)
233	Courts Security/Tech	23,670	0	17,270	8,000	(1,600)
244	Water Impact Fees	552,304	0	0	0	552,304
245	Wastewater Impact Fees	71,430	0	0	70,000	1,430
260	Brenham Comm Projects	0	0	0	0	0
203	Airport Capital Improv	433,440	121,397	481,600	0	73,237
234	Parks Capital Improv	44,250	917,692	2,454,692	0	(1,492,750)
237	Streets/Drainage	36,000	10,000,000	818,000	212,204	9,005,796
270	General Govt Cap Improv	96,000	12,300,000	4,718,752	10,000,000	(2,322,752)
301	TIRZ No. 1	1,066,890	0	190,000	0	876,890
102	Electric	8,514,388	917,672	7,834,227	1,508,642	89,191
122	Electric Wholesale Power	19,935,425	0	20,035,425	339,223	(439,223)
132	Electric Capital Projects	0	186,223	21,000	0	165,223
103	Gas	1,904,314	0	1,447,853	539,891	(83,430)
123	Gas Wholesale Power	1,836,976	0	1,836,976	0	0
132	Gas Capital Projects	0	200,000	67,000	0	133,000
104	Water	9,528,765	0	8,563,860	600,607	364,298
134	Water Capital Projects	800,000	22,570,000	28,901,893	0	(5,531,893)
105	Wastewater	5,230,349	70,000	4,874,597	420,164	5,588
135	Wastewater Capital Proj.	252,000	3,600,000	6,990,748	0	(3,138,748)
106	Sanitation	3,048,716	0	2,884,710	138,000	26,006
107	Drainage	725,680	0	564,340	150,000	11,340
137	Drainage Capital Projects	890,517	362,204	1,217,722	0	34,999
240	Vehicle/Equip Replace	0	0	83,982	0	(83,982)
500	Worker's Comp	204,518	0	204,000	0	518
600	Employee Benefits	2,507,529	0	2,506,750	0	779
250	BCDC	2,986,384	0	1,652,692	1,333,692	0
252	BCDC Capital	188,000	10,475	1,034,241	0	(835,766)
TOTAL FY2026-27 PROPOSED BUDGET		89,558,714	55,230,362	131,926,584	16,472,171	(3,609,679)



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possible Action Upon Ratification of the Property Tax Increase Reflected in the Proposed Budget for Fiscal Year Beginning October 1, 2026 and Ending September 30, 2027, Which Raises More Revenue from Property Taxes than Last Year's Budget

Meeting Date: September 3, 2026

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

In compliance with Local Government Code, if a municipal budget raises more property taxes than in the previous year's budget, City Council must formally ratify a property tax increase. The City is proposing to adopt a property tax rate of \$0.4750, which is above the No-New-Revenue Rate of \$0.4669 and below the Voter-Approval Rate of \$0.5108. Due to new properties added to the tax roll, an increase in existing property valuations, and a slight increase in the proposed property tax rate, the FY2026-27 budget will raise more total property taxes than last year's budget. For FY2026-27, the City estimates an increase of \$381,755 (3.23%) in property tax revenue compared to last year's budget, and of that amount, \$207,787 is tax revenue to be raised from new property added to the tax roll. A vote must be taken to ratify the property tax increase reflected in the budget.

ATTACHMENTS:

None

FUNDING SOURCE:

N/A

RECOMMENDATION:

Ratify the Property Tax Increase with the following motion:

I move to ratify the property tax increase reflected in the proposed budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, which raises more revenue from property taxes than the previous year's budget.



City Council Regular Meeting **AGENDA ITEM 12**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Levying Property Taxes for the Tax Year 2026 for the City of Brenham at \$0.4750 per \$100.00 Valuation

Meeting Date: September 3, 2026

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The proposed FY2026-27 budget includes a tax rate of \$0.4750 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4750 will allocate \$0.3330 to the General Fund for maintenance and operations, and the balance of \$0.1420 to the Debt Service Fund for interest and sinking. The City has complied with all the notices and publications as required by the Tax Code. The proposed tax rate is below the Voter Approval Rate of \$0.5108, so no election is required. Because the proposed tax rate exceeds the No-New-Revenue rate of \$0.4669, the City Council is required by the Tax Code to take a record vote on this item.

ATTACHMENTS:

1. Tax Rate Memo 26-27
2. Ordinance on its First Reading

FUNDING SOURCE:

N/A

RECOMMENDATION:

Approve an Ordinance on its first reading adopting a Tax Rate; the required wording of the motion is: **I move that the property tax rate be increased by the adoption of a tax rate of \$0.4750, which is effectively a 1.73% increase in the tax rate.**



MEMORANDUM

To: Mayor, Council, and Interim City Manager

From: Julie Flagg
Chief Financial Officer

Subject: Proposed 2026 Tax Rate – Public Hearing and Ordinance

Date: August 31, 2026

The proposed FY2026-27 budget was presented to Council at the Budget Workshop held on July 20, 2026. The proposed budget is on the City's website and on file with the City Secretary.

City of Brenham Certified Values for 2026 Tax Year

On July 21, 2026, the City received the certified tax roll from the Washington County Appraisal District. Total Certified Values for the 2026 tax year (FY2026-27) are \$2,737,964,186, which is an increase of \$19,836,192, or 0.73%, from the final 2025 tax year (FY2025-26) values of \$2,718,127,994. Some items to note regarding the 2026 valuation:

- New properties with a taxable value of \$43,744,635 were added in the current year. The total tax revenue at the proposed tax rate from these new properties is \$207,787 (\$145,670 in M&O revenue and \$62,117 in I&S revenue).
- New exemptions of \$50,203,810 were granted in the current year. The majority of the new exemptions were due to the increase in business personal property exemption under Texas House Bill 9. The increase in business personal property exemptions totaled \$45,747,530, which represents a loss of \$217,301 in revenue (\$152,339 in M&O revenue and \$64,962 in I&S revenue).
- Property values with tax ceilings for residential homestead property owners over 65 and disabled persons total \$438,214,839, or 16% of the total Certified Value. There are 1,725 properties with tax ceilings, which represent 31% of the total single family residence properties. The difference between the actual taxes to be paid on these properties of \$1,560,393 and the tax at the proposed tax rate of \$2,081,520 is lost revenue of \$521,127 (\$365,337 in M&O revenue and \$155,790 in I&S revenue).

City of Brenham Proposed Tax Rate for FY2026-27

Based on the certified taxable values of \$2,737,964,186, the No-New-Revenue rate is \$0.4669 per \$100 valuation and the Voter-Approval rate is \$0.5108 per \$100 valuation for the 2026 Tax Year. The 2026 Voter-Approval rate includes the unused increment from the previous three (3) years. The No-New-Revenue rate is the tax rate that would produce the same amount of tax revenue if applied to the same properties taxed in both years. The Voter-Approval rate is the highest tax rate that may be adopted without holding an election to seek voter approval of the rate.

A property tax rate of \$0.4750 per \$100 valuation is proposed to fund the FY2026-27 budget. The total tax rate of \$0.4750 consists of the No-New-Revenue maintenance and operation (M&O) rate of \$0.3330 and the current interest and sinking (I&S, or debt service) rate of \$0.14200. The proposed rate is less than the Voter-Approval rate, so no election will be necessary. The proposed rate is greater than the No-New-Revenue rate, so a public hearing is required before the tax rate is adopted.

Tax Rate Comparison		
	2026 (FY27) PROPOSED	2025 (FY26) ADOPTED
Property Tax Rate	\$ 0.4750	\$ 0.4676
Voter-Approval Tax Rate	\$ 0.5108	\$ 0.4802
No-New-Revenue Tax Rate	\$ 0.4669	\$ 0.4691
No-New-Revenue M&O Rate	\$ 0.3330	\$ 0.3256
M&O Tax Rate	\$ 0.3330	\$ 0.3256
Debt Tax Rate	\$ 0.1420	\$ 0.1420

Property Tax Rate	M&O	I&S (Debt)	Total
Current Tax Rate	\$ 0.3256	\$ 0.1420	\$ 0.4676
Proposed Tax Rate	\$ 0.3330	\$ 0.1420	\$ 0.4750
Increase/(Decrease)	\$ 0.0074	\$ 0.0000	\$ 0.0074

Below is a comparison chart showing the average homestead taxable value for the tax year 2025 (FY26) versus tax year 2026 (FY27), and the total change in taxes.

Comparison Table	Tax Year		Change	
	2025 (FY26)	2026 (FY27)	Dollar	Percent
Total Tax Rate (per \$100 of value)	\$ 0.4676	\$ 0.4750	\$ 0.0074	1.58%
Average Homestead Taxable Value	\$ 286,168	\$ 286,990	\$ 822	0.29%
Tax on Average Homestead	\$ 1,338.12	\$ 1,363.20	\$ 25.08	1.87%
Total Tax Levy on All Properties	\$ 12,199,508	\$ 12,483,817	\$ 284,309	2.33%

Recommendation

No action for the Public Hearing Agenda Item

Regular Session Agenda Item - Approve an Ordinance on its first reading adopting a Tax Rate of \$0.4750 per \$100 valuation.

ORDINANCE NO. O-26- _____

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2026 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.3330 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2026.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2026, an ad valorem tax of \$0.1420 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.4750 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the ____ day of September, 2026.

PASSED AND ADOPTED on its second reading this the ____ day of September, 2026.

Atwood C. Kenjura, Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Cary Bovey
City Attorney



City Council Regular Meeting **AGENDA ITEM 13**

Agenda Item: Discuss and Possibly Act Upon a Vocational Work Contract Between the City of Brenham and Texas Health and Human Services Commission on Behalf of the Brenham State Supported Living Center for Document Shredding and Litter Management Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 3, 2026

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works
Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

For the last 25+ years, the City of Brenham has contracted with the Brenham State Supported Living Center to help manage litter in City Parks as well as provide paper shredding services for City Hall. This agreement is a renewal of those services in which clients assist the City of Brenham on a daily basis to manage litter throughout the 8 parks and numerous facilities. This partnership has worked out great in the past and the service that is provided has helped tremendously in managing litter, which in return offers a clean, enjoyable visit for our many park visitors. Also, monthly paper shredding services are conducted by retrieving documents and providing the service based on our retention policy. This helps the City Secretary's office out.

Currently, the State Supported Living Center conducts park litter control daily for 8 hours utilizing 15 clients, 1 supervisor, and 3 monitors. A litter sweep of each park is conducted, and all trash barrels are bagged, emptied, and new bags are placed in the barrels. All full bags are placed in designated trash receptacles. For the last 5 years, these services have cost approximately \$2,200 per mo. With this renewal, the 32-acre Brenham Family Park will be added. This will bring the total monthly cost to \$2,700 per month once the park comes online, an increase of \$500 per month.

Document shredding services are performed for the City Secretary's Office as a part of the City's records management policy. These services will remain the same. Currently, we spend about \$1,200 a year on document shredding services.

The term of this agreement is for 48 months to begin on the date executed and shall remain in effect until August 31, 2030. It will automatically renew annually until August 31, 2030.

ATTACHMENTS:

1. Texas Health and Human Services Vocational Work Contract

FUNDING SOURCE:

Parks Department and Administration Annual Budgets

RECOMMENDATION:

Approve a Vocational Work Contract between the City of Brenham and Texas Health and Human Services Commission on behalf of the Brenham State Supported Living Center for document shredding and litter management services and authorize the Mayor to execute any necessary documentation.

**TEXAS HEALTH AND HUMAN SERVICES
VOCATIONAL WORK CONTRACT
BETWEEN THE HEALTH AND HUMAN SERVICES COMMISSION
AND
CITY OF BRENHAM
HHSC Contract Number: HHSREV100003946**

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC”), an administrative agency within the executive branch of the state of Texas, for and on behalf of the **BRENHAM STATE SUPPORTED LIVING CENTER** (“Center”), and **CITY OF BRENHAM** (“Recipient”), having its principal office at **200 West Vulcan Street Brenham, TX 77833**, each a “Party” and collectively the “Parties,” enter into the following agreement, which provides vocational work opportunities for Center residents (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by Texas Government Code Chapter 525.0101 and Texas Health and Safety Code Chapter 533A.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on **August 31, 2030**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. HHSC, in its sole discretion and subject to Recipient’s written approval of mutually agreeable terms and conditions, may extend this Contract for any period or periods of time no greater than a cumulative total of five years, which five-year period includes the original contract term.

IV. STATEMENT OF SERVICES TO BE PERFORMED BY THE CENTER

- 4.1. Participants in the Center's vocational program shall perform litter management services at city owned public parks (the “Park Services”) for the Recipient as set forth below:

4.1.1 The Center Participants will perform litter management services to include walking through the parks, picking up and disposing of litter, and emptying and inserting new bags into the trash receptacles. Bags of trash removed from the receptacles will be placed in identified dumpsters.

- 4.1.2 The Center shall provide routine litter pick-up and removal services at the following locations:

Fireman’s Park which includes Fireman’s Park Baseball Field (Fireman’s Field) a lighted baseball stadium, and Green wade Field (Little League field) all located at 901 N. Park St., Brenham TX 77833;

Henderson Park, which includes the Henderson Park Kitchen, Henderson baseball field, Fink and Korthauer softball fields, and splash pad, all located at 804 Old N. Market St, Brenham, TX 77833;

Hattie Mae Flowers Park, which includes the playground, basketball court and picnic areas located at 700 Martin Luther King Jr Parkway, Brenham, TX 77833;

Jackson Street Park, which includes the Jackson Street Park Kitchen, baseball and softball lighted fields, basketball courts, pickle ball courts and bocce ball courts all located at 1300 S. Jackson Street, Brenham, TX 77833;

Jerry Wilson Park, which includes the playground, basketball court and picnic areas located at 900 E. Alamo Street, Brenham, Texas 77833;

Linda Anderson Park, which includes the multifield baseball and softball complex located at 1300 Old Independence Road, Brenham, TX 77833 ;

Hohlt Park, which includes the Dr. Bobbie M. Dietrich Memorial Amphitheatre, All Sports Building (recreation facility) three (3) volleyball courts, two (2) baseball fields, six (6) softball fields and eleven (11) soccer/multi use fields, Rankin Field (stadium soccer field), playgrounds and picnic areas all located at 2425 N. Park Street, Brenham, Texas 77833;

Nancy Carol Roberts Memorial Library, which includes grounds and building located at 100 Martin Luther King Jr. Parkway, Brenham, TX 77833; and

Brenham Skate Park, a municipal recreational facility located at 708 N. Park Street, Brenham, Texas 77833;

Brenham Family Park, which includes trails, pedestrian bridge, bluebonnet areas and a disc golf recreation area located at 3110 S. Chappell Hill Street, Brenham, TX 77833. Service for Brenham Family Park shall commence on the first day of the month following written notification to the Center that the park is officially open.

- 4.1.3 Recipient hereby agrees to provide, at no cost to HHSC, all materials that are needed to perform the Park Services as described in section 4.1.1 of this Contract.
- 4.1.4 In addition to park services, SSLC residents who participate in the Center's vocational program (referred to in this Contract as "Participants") will perform general document destruction and shredding (the "Services") for the Recipient as follows:
 - 4.1.4.1 Center staff, with transport assistance from Participants, will pick up documents that have been collected by Recipient from Recipient's designated location, W. Vulcan St., Brenham, TX 77833 at mutually agreed upon dates and times, provided that the Recipient first contact the Center to initiate and schedule the pickup;
 - 4.1.4.2 All shredding services will be performed by Participants at the Center location;

- 4.1.4.3 Center will weigh documents received from Recipient, upon arrival, to determine an accurate weight in pounds received for billing purposes;
 - 4.1.4.4 Center will store Recipient's documents in a secured designated area inside the Center, or in a locked secured metal container on the premises immediately outside of the Center;
 - 4.1.4.5 Prior to shredding or destruction, Participants will disassemble documents from folders or notebooks, if needed;
 - 4.1.4.6 Participants will deposit documents to be shredded in a shredding machine that will shred as either "strip cut" or "crosscut";
 - 4.1.4.7 Participants will collect the shredded materials in plastic bags which will then remain in a locked and secured warehouse at the Center;
 - 4.1.4.8 Participants will process and bale the shredded materials into an industrial sized baler prior to the shredded material leaving the Center;
 - 4.1.4.9 Center staff will transport the bale(s) to a centralized pick-up point in accordance with Section 9.3 of this Contract.
- 4.2 The Center will, in its sole discretion, determine the number of participants that will perform the Services. Park Services will be provided daily on Monday through Friday, as the weather permits and determined by Center staff, between the hours of 7:00 a.m. and 5:00 p.m. Shredding Services will be provided on an "as needed basis." Services will not be provided on federal, state, or local holidays.

V. PAYMENT And REIMBURSEMENT RATES

- 5.1 In consideration of the receipt of the above referenced Services, Recipient shall reimburse HHSC as follows:
- 5.1.1 Recipient hereby agrees to pay the **flat rate of \$2,200.00 a month** for Park Services.
 - 5.1.2 Upon commencement of services for Brenham Family Park, the flat rate fee for Park Services will **increase to \$2,700.00 a month**.
 - 5.1.3 Recipient hereby agrees to pay the rate of \$0.40 per pound for Shredding Services set at time of arrival at Center.
- 5.2 Center will invoice Recipient and Recipient shall pay for all transportation services provided by Center in performing its obligations under this Contract including but not limited to Center's pickup and delivery expenses at a rate of seventy cents (.70) per mile for weekly pick up. Recipient agrees to pay the flat rate of nine dollars (\$9.00) for each additional pick up occurring in excess of one pickup within any seven-day period.;

- 5.3 If Center incurs any third-party charges for delivery, freight, or other similar expenses in connection with this Contract, Center will invoice Recipient and Recipient shall pay all such expenses.
- 5.4 If Center incurs any charges for the purchase of supplies in connection with this Contract, Center will invoice Recipient and Recipient shall pay all such expenses.
- 5.5 If expenses incurred by the Center in the performance of the Contract increase, Center will notify Recipient of the proposed rate increase. If the Recipient agrees to the rate change, this Contract will be amended to reflect the revised rate. If an agreement is not reached to increase the rate, HHSC, in its sole discretion, may continue to provide services at the existing rate or terminate the Contract.

VII. PAYMENT FOR SERVICES

Center will send invoices to the Recipient Contract Representative at the email address identified in this Contract. Recipient shall remit payment to Center promptly upon receipt of each invoice at the address below:

Brenham State Supported Living Center
Attn: Cashier's Office
4001 Hwy 36 South
Brenham, TX 77833

Payment by Recipient shall be governed by the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

In the alternative, if Recipient issues purchase orders to Center, Center will not be required to invoice Recipient. Rather, Recipient shall send payment to the Center within 30 days of Recipient's receipt of ordered goods or services.

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of its respective Party:

Recipient

Megan Mainer
PO Box 1059
Brenham, Texas 77833
979-337-7576
mmainer@cityofbrenham.org

HHSC / Center

Patricia Zwahr, CTCM
4001 Hwy 36 South
Brenham, TX 77833
979-277-1334
patricia.zwahr@hhs.texas.gov

Either Party may change its designated contract representative by written notice to the other Party.

VIII. NOTICES.

Any legal notice required under this Contract shall be deemed delivered when deposited by HHSC

either in the United States mail, postage paid, certified, return receipt required; or with a common carrier, overnight, signature required, to the appropriate address below:

If sent to Recipient:

Megan Mainer
PO Box 1059
Brenham, Texas 77833
979-337-7576
mmainer@cityofbrenham.org

If sent to HHSC:

Health and Human Services Commission
Attn: Office of the Chief Counsel
4900 N. Lamar Boulevard; MC 1100
Austin, Texas 78751

Legal notice given by Recipient shall be deemed effective when received by HHSC. Either Party may change its address for legal notice by written notice to the other Party.

IX. GENERAL TERMS AND CONDITIONS

9.1 Inability to Provide Services. If, for any reason, Center is unable to provide Participants to perform the Services, Center will attempt to notify the Recipient in advance but otherwise shall have no liability or responsibility to the Recipient.

9.2 Recipient's Duty to Maintain Premises and to Provide Materials Needed to Perform the Services. Recipient must maintain the premises and business operations where Participants are to perform services under the Contract in a manner that ensures Participants' safety and health on and near the site(s), including, but not limited to, access to and from the site(s). Recipient must repair and correct known dangers and reasonably inspect, discover and correct unknown hazards in those areas on and near the site(s) where Participants have access. Further, to ensure the safety and health of Participants, Recipient must follow all applicable requirements and regulations regarding use, storage, maintenance, and disposal of all property, substances, materials, and equipment provided by Recipient for Participants to perform services under this Contract.

9.3 Document Destruction. If the Services in any manner incorporate destruction of confidential documents, Center will transport the documents to a centralized pick-up point for an AAA-certified member of the National Association for Information Destruction ("NAID") that shall be compliant with all industry standards for information destruction services. Recipient bears sole responsibility for advising Center if documents to be destroyed are confidential or contain confidential information. Recipient must provide advance written notice of the confidential nature of any documents to be destroyed. Center, in its sole discretion, shall determine the specific method or manner by which Recipient will be required to identify confidential documents to be considered "properly identified." Recipient shall bear the costs of notice, identification, and destruction and will be invoiced by Center.

9.4 Confidentiality. Recipient shall maintain as confidential and shall not disclose to third parties without HHSC's prior written consent, any HHSC information including but not limited to HHSC Data, HHSC business activities, practices, systems, conditions, and services. This section will survive termination or expiration of this Contract. Further, the obligations of the Recipient under this section will survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Recipient.

9.5 Amendments. This Contract may only be amended by written agreement between

HHSC and Recipient.

9.6 Termination for Convenience. HHSC may terminate the Contract, in whole or in part, at any time when, in its sole discretion, HHSC determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination to the Recipient.

The Recipient may terminate the Contract in whole or in part, at any time when, in its sole discretion, Recipient determines that termination is in the best interest of the City of Brenham. The termination will be effective on the date specified in Recipient's notice of termination to HHSC.

9.7 Termination for Cause. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, HHSC may terminate the Contract, in whole or in part, upon either of the following conditions:

9.7.1 Material Breach

HHSC will have the right to terminate the Contract, in whole or in part, if HHSC determines, in its sole discretion, that Recipient has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Recipient's duties under the Contract. Recipient's misrepresentation in any aspect of Recipient's Solicitation Response, if any, or Recipient's addition to the System for Award Management (SAM) will also constitute a material breach of the Contract.

9.7.2 Failure to Maintain Financial Viability

HHSC, in its sole discretion, may terminate the Contract based upon good faith belief that Recipient no longer has the financial viability required to fully perform its responsibilities under the Contract.

9.8 No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a waiver of the Recipient's, HHSC's, or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Recipient, HHSC, or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Recipient, HHSC, or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Recipient nor HHSC waives any privileges, rights, defenses, or immunities available to Recipient or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.9 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to HHSC.

9.10 Dispute Resolution. To the extent that Chapter 2260 of the *Texas Government Code* is applicable to this Contract:

9.10.1 the dispute resolution process provided for in Chapter 2260 must be used to attempt to resolve any dispute arising under the Contract. If the Recipient's

claim for breach of contract cannot be resolved informally with HHSC, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Recipient shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051. Compliance by the Recipient with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

9.10.2 The contested case process provided in Chapter 2260 is the Recipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by HHSC if the Parties are unable to resolve their disputes as described above.

9.10.3 Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by HHSC, the Recipient shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Recipient may suspend performance during the pendency of such claim or dispute if the Recipient has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.11 Force Majeure. Neither Recipient nor HHSC shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.12 Excess Obligations Prohibited. The Contract is subject to termination or cancellation, without penalty to HHSC, either in whole or in part, subject to the availability of state funds HHSC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If HHSC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render HHSC or the Recipient's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, HHSC will not be liable to Recipient for any damages that are caused or associated with such termination, or cancellation, and HHSC will not be required to give prior notice.

Annual Appropriation. Recipient's obligations under the Contract are subject to the appropriation of sufficient funds by the City Council in the City's annual budget for each fiscal year during the term of the Contract. The City's obligation to make payments under the Contract in any fiscal year shall constitute a current expense of the City for that fiscal year only and shall not constitute an indebtedness or obligation of the City beyond the fiscal year for which funds have been appropriated. If the City Council does not appropriate sufficient funds to make payments under the Contract for any subsequent fiscal year, the City may terminate the Contract without penalty or further financial obligation, except for

amounts properly due and owing for services provided before the effective date of termination.

9.13 No Felony Criminal Convictions. Recipient represents that neither Recipient nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, who participates in the performance of the Contract, have been convicted of a felony criminal offense or that if such a conviction has occurred Recipient has fully advised HHSC in writing of the facts and circumstances surrounding the conviction(s).

9.14 Unfair Business Practices. Recipient represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Recipient has not been found to be liable for such practices in such proceedings. Recipient certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

9.15 Former Agency Employees. Recipient represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Recipient will not allow any former employee of HHSC to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at HHSC.

9.16 Assignment

9.16.1 Recipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.

9.16.2 Recipient understands and agrees HHSC may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support. Upon receipt of HHSC's notice of assignment, pledge, or transfer, Recipient shall cooperate with HHSC in giving effect to such assignment, pledge, or transfer, at no cost to HHSC or to the recipient entity.

9.17 Indemnification

9.17.1 TO THE EXTENT PERMITTED BY LAW, RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR

PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RECIPIENT AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

9.17.2 THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE RECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

9.17.3 For the avoidance of doubt, HHSC shall not indemnify Recipient or any other entity under the Contract.

9.18 Public Information Act. Recipient understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

9.19 Contracting Information Requirements. Recipient represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Recipient agrees that the Contract can be terminated if the Recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

9.20 State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

9.21 Release from Liability. Recipient generally releases from liability and waives all claims against any party providing information about the Recipient at the request of HHSC.

9.22 Dealings with Public Servants. Recipient has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

9.23 Financial Participation Prohibited. Under Section 2155.004, Texas Government Code

(relating to financial participation in preparing solicitations), Recipient certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9.24 E-Verify Program. Recipient certifies that for contracts for services, Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: i. all persons employed by Recipient to perform duties within Texas; and ii. all persons, including subcontractors, assigned by the Recipient to perform work pursuant to the Contract within the United States of America.

9.25 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Recipient certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate

9.26 Child Support Obligation. Under Section 231.006(d) of the Texas Family Code regarding child support, Recipient certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional cost and damages set out in 231.006 (f).

9.27 Suspension and Debarment. Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Recipient's subcontracts, if any, if payment in whole or in part is from federal funds.

9.28 Excluded Parties. Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

9.29 Foreign Terrorists Organizations. Recipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

9.30 Executive Head of a State Agency. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Recipient certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

9.31 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, Recipient certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9.32 Franchise Tax Status. Recipient represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

9.33 Debts and Delinquencies. Recipient agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

9.34 Lobbying Prohibition. Recipient represents and warrants that payments to Recipient and Recipient's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

9.35 Buy Texas. Recipient agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

9.36 Disaster Recovery Plan. Recipient agrees that upon request of HHSC, Recipient shall provide copies of its most recent business continuity and disaster recovery plans.

9.37 Cybersecurity Training.

A. Recipient represents and warrants that it will comply with the requirements of Section 2063.014 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Recipient represents and warrants that if Recipient or subcontractors, officers, or employees of Recipient have access to any state computer system or database, the Recipient, subcontractors, officers, and employees of Recipient shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

9.38 Restricted Employment for Certain State Personnel. Recipient acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Recipient may not accept employment from Recipient before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

9.39 Disclosure of Prior State Employment. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Recipient certifies that it does not employ an individual who was employed by HHSC or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Recipient has disclosed in any related Solicitation Response the following:

- i. Name of individual(s) (Recipient or Employee(s);
- ii. Status;
- iii. The nature of the previous employment with HHSC or the other State of Texas agency;
- iv. The date the employment was terminated and the reason for the termination; and
- v. The annual rate of compensation for the employment at the time of its termination.

9.40 No Conflicts of Interest

A. Recipient represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related

Solicitation and that Recipient's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Recipient further represents and warrants that it has no actual or potential conflicts of interest in entering into this Contract or otherwise contracting with HHSC.

- B. Recipient agrees that, if after execution of the Contract, Recipient discovers or is made aware of a conflict of interest, Recipient will immediately and fully disclose such interest in writing to HHSC. In addition, Recipient will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Recipient or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of conflicts of interest, and Recipient agrees to abide by HHSC's decision.

9.41 Fraud, Waste, and Abuse. Recipient understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Recipient agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

9.42 Antitrust. The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Recipient has violated any provision of the Texas Free

Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Recipient has violated any federal antitrust law; and

C. neither I nor any representative of the Recipient has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Recipient or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Recipient.

9.43 Entities that Boycott Israel.

Recipient represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Recipient shall promptly notify System Agency.

9.44 Counterparts. This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.45 Entire Contract and Modification. This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.46 Abortion Funding Limitation. Recipient understands, acknowledges, and agrees that, pursuant to Article IX, of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: i. performs an abortion procedure that is not reimbursable under the state's Medicaid program; ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(a)(2), Health and Safety Code. Recipient represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX,.

9.47 Funding Eligibility. Recipient understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; ; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance; (2) contact or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Recipient certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code..

9.48 False Representation. Recipient understands, acknowledges, and agrees that any false

representation or any failure to comply with a representation, warranty, or certification made by Recipient is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

9.49 False Statements. Recipient represents and warrants that all statements and information prepared and submitted by Recipient in this Contract and any related Solicitation Response are current, complete, true, and accurate. Recipient acknowledges any false statement or material misrepresentation made by Recipient during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Recipient understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Recipient is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

9.50 Signature Authority. Recipient represents and warrants that the individual signing this Contract is authorized to sign on behalf of the Recipient and to bind the Recipient.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
VOCATIONAL WORK CONTRACT HHSREV100003946**

**HEALTH AND HUMAN SERVICES
COMMISSION**

City Of Brenham
PO Box 1059
Brenham, Texas 77833
979-337-7576
mmainer@cityofbrenham.org

By: _____
Mary Frazier
Director, Brenham State Supported
Living Center

By: _____

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon Award of RFP No. 26-015 Related to the Henderson Park Basketball Court Cover and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 3, 2026

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

We are moving at a good pace to make a covered basketball court in Brenham Parks a reality. In March 2026, the Gen 4 Family Fund made a significant donation to cover all costs associated with this project. This was captured in a memorandum of understanding. We have been working with BBAX Architects over the last few months. A design was presented and agreed on with the donor as well as parks staff. (See attached)

We were able to open bids on August 18th for the construction of the pavilion along with flat work and a limited amount of electrical work. Also included in the bid were two alternates, one being for the words "Henderson Park" in 24" letters (3 inches deep) to be placed on top of the pavilion and the other was for a large fan installed in the middle of the pavilion for air flow. These are both detailed in the bid tab.

There were 5 reputable bidders who submitted bids. The lowest base bid when adding in both alternates was from Dudley Construction LLC with a total project cost of \$539,000. As stated, this did include adding both alternates to make the project complete. This amount is within the donated funds, and this is how the donor would like to proceed. BBAX Architects has reviewed the request for proposals and agrees with the decision to award to Dudley Construction. All bidders have been reputable and produced great work for the City of Brenham.

We are so grateful to be able to receive this donation and place a covered basketball pavilion in our parks' system. This has been on our Capital Improvement Plan for some time but now will become a reality.

ATTACHMENTS:

1. Bid Tabulation
2. Quanset Basketball Pavilion Design

FUNDING SOURCE:

Private Donation/Parks Project Fund

RECOMMENDATION:

Award of RFP No. 26-015 related to Henderson Park Basketball Court Cover to Dudley Construction LLC in the amount of \$539,000.00 and authorize the Mayor to execute any necessary documentation.



BID TABULATION FORM

BID OPENING DATE: 18-Aug-26 BID OPENING TIME: 2:00 p.m.
 BID NAME/NO: RFP No. 26-015: City Of Brenham Henderson Park Basketball Court Cover
 WITNESSED BY: Dane Rau, Kyle Branham

BIDDERS					
ITEM	Dudley Construction LLC	MBC Management	Solid Bridge Construction	Aggiland Construction	Texas KB Utilities
(1) Base Bid Proposal, Including Addendum 1,2 & 3 (Dollars)	491,700.00	736,470.00	1854,000.00	716,900	508,888.88
(2) Costs for General Conditions Allowed to the General Contractor (Percent)	10%	10%	10%	12%	20%
(3) Completion of the Work (Calendar days after the award of the contract)	120 Days	120 Days	180 Days	95	75
(4) ALTERNATES(ADD):					
No. 1 Exterior Signage(Dollars)	\$29,900.00	\$36,840.00	\$19,000	\$36,000.00	\$12,500.00
No. 2 Large Outdoor Industrial Fan (Dollars)	\$17,400.00	\$26,610	\$17,500	\$20,000.00	\$18,750.00
(5) UNIT COST: Pier Casings if required (Dollar per Linear Foot)	\$35.00 per ft.	\$270.00	\$125.00	\$200.00	\$200.00
(6) Proposal Bond Submittal	X	X	X	X	X





City Council Regular Meeting **AGENDA ITEM 15**

Agenda Item: Discuss and Possibly Act Upon a Digital Marketing Agreement with Madden Media for Digital Marketing and Programming for Visit Brenham and Authorize the Mayor and to Execute Any Necessary Documentation

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Megan Mainer, Interim City Manager

SUMMARY STATEMENT:

Visit Brenham DMO has worked with Madden Media to develop a proposal for digital marketing for FY2027, with the objectives of increasing brand awareness and overnight visitation. Based on FY2026 performance, Meta Video and two flights of City Cast Austin were eliminated from the strategy because they did not meet the estimated deliverable, or benchmark, advertising reach. Madden Media has proposed a revised strategy focused on high performing tactics that will help us accomplish brand awareness:

- NextDoor - 2.3M impressions - a hyper-local digital advertising platform built into the Nextdoor social network. It lets businesses promote products, services, and local deals directly in the newsfeeds of verified residents living in specific neighborhoods, zip codes, or custom geographic radiuses.
- Genius Monkey Programmatic Display - Est Deliverable: 1.1M impressions - a digital marketing platform that automates the buying and placing of online display ads using real-time software and behavioral data.
- Genius Monkey Programmatic Video - Est Deliverable: 427,000 impressions - a fully-managed digital marketing service that automates the purchase and placement of video ads across multiple online networks.
- Google Performance Max - Est Deliverable: 17,072 clicks - an all-in-one, goal-based Google Ads campaign type that lets advertisers run ads across all of Google's channels from a single campaign.
- Meta Prospecting - Est Deliverable: 28,125 clicks - a marketing campaign on Facebook and Instagram that shows ads to a cold audience of people who do not know your brand yet.
- Audience passback for event retargeting - The technical process of sending user action data or device IDs from a website or physical location back to an advertising platform so you can show targeted ads to those exact users.

Overall, the costs associated with advertising with Madden Media have increased by \$620.00 specifically due to the audience passback for event retargeting. Staff recommend your approval of this proposal by Madden Media in the amount of \$100,460.00 for FY2026 digital marketing.

ATTACHMENTS:

1. Purchasing Addendum
2. Madden Digital Marketing Agreement

FUNDING SOURCE:

This item is to be funded through the Tourism operational budget.

RECOMMENDATION:

Approve the Digital Marketing Agreement with Madden Media for digital marketing and programming for Visit Brenham in the amount of \$100,460.00 and authorize the Mayor and execute any necessary documentation.



CITY OF BRENHAM

Addendum to Vendor's Contract

Vendor Name: Madden Preprint Media LLC doing business as KHM ("Vendor")

Vendor Address: 685 South Broadway Denver CO 80209

The City of Brenham ("City") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to the City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by the City because of its status as a municipal home-rule corporation of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against the City:

1. Requiring the City of Brenham to maintain any type of insurance either for the City's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term, unless the contract contains an option for the City to prevent the automatic renewal upon notice to the Vendor.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.

5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable laws.
6. Disclaiming responsibility for defective goods, whether manufactured by the Vendor or purchased and resold by the Vendor.
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the City if the Agreement is terminated before the end of the contract term.
8. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
9. Binding the City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
10. Obliging the City to pay costs of collection or attorneys' fees.
11. Requiring the City to provide warranties.
12. Obliging the City to indemnify, defend or hold harmless any party, unless allowed by the laws and Constitution of the State of Texas
13. Obliging the City to pay invoices fewer than thirty (30) days from receipt or requiring payment by credit card.

MISCELLANEOUS PROVISIONS:

Use of Trademark: Any City of Brenham or Visit Brenham trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the City. These items are property of the City and should not be placed in publications or in any medium (i.e., websites, social media, newsletters, fliers, posters, emails, etc.). For questions concerning copyrighted materials and the use of City trademark logos, verbiage and/or wordmarks, please contact the Office of the City Secretary at 979-337-7567

Copyrighted Material: The Vendor represents that all content including but not limited to logos, trademarks, photos, illustrations, audio, video, writings, recordings, music, computer programs and other works which may be copyrighted that are provided, performed, presented or supplied by the Vendor are owned by the Vendor, or the Vendor has received explicit permission for use, and the material does not violate any United States copyright laws.

Cloud Computing State Risk and Authorization Management Program: Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

Mandatory Venue: Venue for any suit filed against the City shall be in Washington County, Texas. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

Loss of Funding: Performance by the City under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then City will issue written notice to the Vendor and the City may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of the City.

Payment: All payment for goods and services shall be governed by Chapter 2251, Texas Government Code.

Non-Waiver: The Vendor expressly acknowledges the City is a subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by the City of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the City under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

Confidentiality: Vendor acknowledges that the City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement. The requirements of Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that Chapter.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, a pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Termination: The City may terminate, for convenience, its obligations under the Vendor's Contract by giving 30 days' written notice to the Vendor. The City may, upon written notice of default or breach to the Vendor, immediately terminate the Vendor's Contract if Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. If the City determines that an aspect of the Contract has materially or substantially changed, the City may terminate the contract by providing 7 days' written notice to the Vendor.

Termination of the Vendor's Contract shall not release the Vendor from liability or obligation set forth in the contract that is expressly stated to survive termination, including, but not limited to, provisions regarding indemnification, records, audit, property rights, dispute resolution, and invoice and fee verifications. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, under the laws of the State of Texas.

No Boycott of Israel: Vendor certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hardship on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Conflict of Interest: The Vendor acknowledges that they have been notified by the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

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

No Boycott of Energy Companies. If this Contract has a value of \$100,000 or more, and if Vendor has more than 10 full-time employees, Vendor's signature herein below shall constitute written verification that the Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Contract.

No Discrimination Against Firearm Entity or Firearm Trade Association. If this Contract has a value of \$100,000 or more, and if the Vendor has more than ten (10) full-time employees, Vendor's signature herein below shall constitute written verification that Vendor: (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 Contract against a firearm entity or firearm trade association.

Entire Agreement: This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

Savings Clause: If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

Notices: All notices shall be mailed to the "City of Brenham, Attn: City Manager, PO Box 1059, Brenham, TX 77834".

To the extent the language in this Addendum conflicts with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

CITY OF BRENHAM

BY: _____

NAME: _____

TITLE: _____

DATE: _____

VENDOR

BY: Madden Preprint Media LLC / KHM Agency

NAME: Daryl Whitworth

TITLE: Vice President

DATE: 8/27/2026 | 5:38 AM MST



Contract Number 00012697
Expiration Date 11/30/2026

Account Name City of Brenham
Contact Name Megan Mainer

Bill To Account City of Brenham
Bill To Account PO Box 1059
Address Brenham, TX 77834

Product	Sales Price	Quantity	Total Price	Line Item Description
*Media	USD 15,000.00	1.00	USD 15,000.00	NextDoor -Est Deliverable: 2.3M impressions
*Media	USD 1,500.00	1.00	USD 1,500.00	Audience passback for event retargeting
Account Management (<\$100K Spend) - (Monthly)	USD 1,300.00	12.00	USD 15,600.00	Agency support for implementing agreed upon media plan for fiscal year.
Design Support (<\$100K Spend) - (Monthly)	USD 1,000.00	4.00	USD 4,000.00	Design and content services
Genius Monkey Display (CPM)	USD 12,500.00	1.00	USD 12,500.00	Est Deliverable: 1.1M impressions
Genius Monkey Video (CPM)	USD 12,800.00	1.00	USD 12,800.00	Est Deliverable: 427,000 impressions
Google Performance Max (CPC)	USD 16,560.00	1.00	USD 16,560.00	Est Deliverable: 17,072 clicks
Meta Ads Prospecting (CPC)	USD 22,500.00	1.00	USD 22,500.00	Est Deliverable: 28,125 clicks

Description FY26-27 Digital Marketing Subtotal USD 100,460.00
Grand Total USD 100,460.00

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)
https://maddenmedia.com/mm_digital_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)
https://maddenmedia.com/mm_print_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)
https://maddenmedia.com/mm_prof_services_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)
https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:



City Council Regular Meeting **AGENDA ITEM 16**

Agenda Item: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Megan Mainer, Interim City Manager

SUMMARY STATEMENT:

AJR Media Group represents the state travel publications, several of which are part of the Visit Brenham marketing plan for FY2026. The plan includes advertising with the following products:

- Texas State Travel Guide
- Texas Highways Magazine
- [TexasHighways.com](https://www.texashighways.com)
- TourTexas.com – Destination Content Plan
- TourTexas.com – New Native Texan Campaign

This year, staff have eliminated the Texas Events Calendar. Overall, the costs associated with advertising with AJR Media Group have decreased by \$3,838.30.

ATTACHMENTS:

1. 2027 AJR Visit Brenham Washington County Proposal
2. 2027 Texas State Travel Guide Contract Order No. 27926
3. 2027 Texas Highways Contract Order No. 27927
4. 2027 TexasHighways.com Contract Order No. 27928
5. 2027 TourTexas.com Contract Order No.27929

FUNDING SOURCE:

This item is to be funded through the Tourism operational budget.

RECOMMENDATION:

Approve an agreement between the City of Brenham and AJR Media Group in the amount of \$53,056.56 related to advertising for the City of Brenham's Tourism and Marketing Department (Visit Brenham DMO) and authorize the Mayor to execute any necessary documentation.



Visit Brenham | Washington County
AJR Media Group • FY27 Final Plan
Fiscal Year Oct 1, 2026 through Sept 30, 2027

Product <i>(link to media kit)</i>	Size <i>(link to specs)</i>	#	Issue Date	Space Deadline	Material Deadline	Rate Card	Savings	Final Net	Notes
Texas State Travel Guide	1/3 Page Horizontal	Annual	2027 (Jan)	Oct 2, 2026 Early res. Aug 5, 2026	Oct 9, 2026	\$5,501	10% +5%	\$4,703.36	Travel Guide includes both 10% "Multi-Title Discount" AND 5% "Early Reservation Discount" (confirm by Aug 5)
Texas Highways Magazine	Full Page Bleed	1 of 6	December-2026	Sep 15, 2026	Sep 29, 2026	\$6,723	10%	\$6,050.70	To qualify for TxDOT's "Multi-Title Discount Plan B" 10% discount on print & digital: • 1X State Travel Guide • 6X Texas Highways • 4X Digital
		2 of 6	Jan/Feb-2027	Oct 15, 2026	Oct 29, 2026	\$6,723	10%	\$6,050.70	
		3 of 6	March-2027	Dec 15, 2026	Dec 29, 2026	\$6,723	10%	\$6,050.70	
		4 of 6	April-2027	Jan 15, 2027	Jan 29, 2027	\$6,723	10%	\$6,050.70	
		5 of 6	May-2027	Feb 15, 2027	Mar 1, 2027	\$6,723	10%	\$6,050.70	
		6 of 6	July/Aug-2027	Apr 15, 2027	Apr 29, 2027	\$6,723	10%	\$6,050.70	
TexasHighways.com	Double Medium Rectangle Banner	1 of 4	November-2026	confirmed	Oct 15, 2026	\$590	10%	\$531.00	Guarantee of 25,000 impressions per month
		2 of 4	March-2027		Feb 15, 2027	\$590	10%	\$531.00	
		3 of 4	May-2027		Apr 15, 2027	\$590	10%	\$531.00	
		4 of 4	September-2027		Aug 15, 2027	\$590	10%	\$531.00	
TxDOT Total: \$43,131.56									
TourTexas.com	Destination Content Plan	Annual	Oct 1, 2026 through Sept 30, 2027	Sep 1, 2026	Update at any time	\$4,775	n/a	\$4,775.00	4 SEO-rich content pages including images, leads, Video, PDF, Web, Social etc.
TourTexas.com	New Native Texan Campaign	1 of 1	Launch Date Mar 1, 2027	Jan 1, 2027	writer will be in touch to coordinate article approx 6-weeks out	\$5,150	n/a	\$5,150.00	Custom, SEO-optimized article written by AJR, published within your existing TourTexas.com content. Designed for long-term value, article remains permanent part of your package. Guarantee of 5,000 article views
TourTexas.com Total: \$9,925.00									
TOTAL \$53,056.56 (FY26 Final = \$56,894)									
    									

TEXAS STATE TRAVEL GUIDE

Texas State Travel Guide
125 E 11 St
Austin, TX 78701

INSERTION ORDER:27926

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Megan Mainer

Email: mmainer@cityofbrenham.org

Visit Brenham/Washington County
Melinda Faubion
PO Box 1059
Brenham, TX 77834

Billing Information:

Contact: Nancy Joiner

Email: njoiner@cityofbrenham.org

Visit Brenham/Washington County
Nancy Joiner
PO Box 1059
Brenham, TX 77834-1059

Product	Rate	Discount	Taxable	Net
Texas State Travel Guide				
January 2027 - 1/3 Page Horizontal	\$5,501.00	\$0.00		\$5,501.00
Discount - TxDOT 10% Multi-Title Discount:				\$-550.10
Discount - Early Reservation Discount:				\$-247.54

Sub Total: \$4,703.36

Contract Notes:

Includes 5% Early Reservation & 10% Multi-Title Discounts
Please place nearest Brenham edit
Materials: Melinda Faubion
Invoices: Nancy Joiner

Sub Total: \$4,703.36
Tax: \$0.00
Total: \$4,703.36

Materials Contact:

Email: melfaubion@mac.com

Invoice Date Preference:

Oct 1 (on or after)

Materials Terms & Conditions:

All materials are due approximately 3 MONTHS PRIOR to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to ad materials being pulled from your prior runs if available.

Reader Service Information PER TXDOT POLICY, the name of the advertiser listed on the Reader Service page will include JUST the name of the city or attraction.

Brenham/Washington County, Brenham Visitor Center, info@visitbrenhamtexas.com, www.VisitBrenhamTexas.com

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher.

Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: _____

Date: _____

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Megan Mainer

Contact Email: mmainer@cityofbrenham.org

Address:

Visit Brenham/Washington County
Megan Mainer
PO Box 1059
Brenham, TX 77834

Billing Information:

Contact: Nancy Joiner

Bill To Email: njoiner@cityofbrenham.org

Address:

Visit Brenham/Washington County
Nancy Joiner
PO Box 1059
Brenham, TX 77834-1059

Product	Rate	Discount	Taxable	Net
Texas Highways				
December 2026 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70
January-February 2027 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70
March 2027 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70
April 2027 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70
May 2027 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70
July-August 2027 - Full Page Bleed	\$6,723.00	\$672.30		\$6,050.70

Sub Total: \$36,304.20

Contract Notes:

Includes 10% Multi-Title Discount
Materials: Melinda Faubion
Invoices: Nancy Joiner

Sub Total: \$36,304.20
Tax: \$0.00
Total: \$36,304.20

Materials Contact:

Email: melfaubion@mac.com

Materials Terms & Conditions:

All materials are due **approximately 2 MONTHS PRIOR** to your scheduled run. Materials outstanding beyond the due date for your scheduled run will be subject to information being pulled from your prior runs if available.

Reader Service Information: Visit Brenham/Washington County, Brenham Visitor Center,
info@visitbrenhamtexas.com, www.VisitBrenhamTexas.com

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: _____

Date: _____

Texas Department of Transportation

ATTN: Financial Management - Accounts Receivable
125 E 11 Street
Austin, TX 78701

(UPDATED ADDRESS)

INSERTION ORDER: 27928

Account Representative: Connie Blair

Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Megan Mainer

Contact Email: mmainer@cityofbrenham.org

Address:

Visit Brenham/Washington County
Megan Mainer
PO Box 1059
Brenham, TX 77834

Billing Information:

Contact: Nancy Joiner

Bill To Email: njoiner@cityofbrenham.org

Address:

Visit Brenham/Washington County
Nancy Joiner
PO Box 1059
Brenham, TX 77834-1059

Product	Rate	Discount	Taxable	Net
Texashighways.com				
November 2026 - Double Medium Rectangle	\$590.00	\$59.00		\$531.00
March 2027 - Double Medium Rectangle	\$590.00	\$59.00		\$531.00
May 2027 - Double Medium Rectangle	\$590.00	\$59.00		\$531.00
September 2027 - Double Medium Rectangle	\$590.00	\$59.00		\$531.00

Sub Total: \$2,124.00

Contract Notes:

Includes 10% Multi-Title Discount
Materials: Melinda Faubion
Invoices: Nancy Joiner

Sub Total: \$2,124.00
Tax: \$0.00
Total: \$2,124.00

Materials Contact:

Email: melfaubion@mac.com

Materials Terms & Conditions:

Request for materials will be emailed to the contact above approximately 6 weeks prior to your scheduled run.

PLEASE check Junk folders and add AJR email addresses to Safe Sender lists to ensure reminders are received.

Materials outstanding after the due date may be subject to information being pulled from your prior runs.

Contract Terms & Conditions:

Payments shall be cash with order of Net 30 from invoice date. It is understood and agreed that all terms and conditions are subject to acceptance by the publisher. Unacceptable items include, but are not limited to, out-of-state travel-tourism features, locations, destinations, facilities, or services, unless augmenting Texas travel or tourism; alcoholic beverages; tobacco products; sexually-oriented products and services; advertising considered misleading or a misrepresentation of facts; advertising that discriminates against customers on the basis of race, color, creed, religion, sex, or national origin; or other subjects not related to Texas travel and tourism. All orders subject to approval by Publisher. Special positions are offered on a first-come, first-served basis, confirmed by an insertion order.

Client Signature: _____

Date: _____



AJR Media Group
25132 Oakhurst Drive,
Suite 201
Spring, TX 77386

INSERTION ORDER:27929

Account Representative: Connie Blair
Representative Email: connie@ajrmediagroup.com

Invoice Preference: Email

Client: Visit Brenham/Washington County

Contact: Megan Mainer

Contact Email: mmainer@cityofbrenham.org

Visit Brenham/Washington County
Megan Mainer
PO Box 1059
Brenham, TX 77834

Billing Information:

Contact: Nancy Joiner

Bill To Email: njoiner@cityofbrenham.org

Visit Brenham/Washington County
Nancy Joiner
PO Box 1059
Brenham, TX 77834-1059

Product	Rate	Discount	Taxable	Net
TourTexas.com				
October 2026 - Destination Content Plan - RENEWAL	\$4,775.00	\$0.00		\$4,775.00
March 2027 - Native Texan Campaign - NEW	\$5,150.00	\$0.00		\$5,150.00
Sub Total:				\$9,925.00

Contract Notes:

Shifting new Native Texan Article to March 1 launch.
Tentative theme - Brenham's vibrant food scene.

Sub Total: \$9,925.00
Tax: \$0.00
Total: \$9,925.00

Materials Contact:

Email: melfaubion@mac.com

Materials Terms & Conditions:

If applicable, **request for materials will be emailed to the contact above** approximately 6 weeks prior to your scheduled run.
PLEASE check Junk folders and add AJR email addresses to Safe Sender lists to ensure reminders are received.
Materials outstanding after the due date will be subject to information being pulled from your prior runs and/or content plan.

Contract Terms & Conditions:

The following AJR Media Group LLC (AJRMG) terms and conditions ("Advertiser Terms and Conditions") govern the placement and delivery of advertising ("Ad") as set forth in Advertising Insertion Orders submitted by the Advertiser or Agency. This Agreement is entered by and between AJRMG and the company named as Advertiser in the Insertion Order ("Advertiser") and/or the agency listed in the Insertion Order for such Advertiser ("Agency"), if any.

1. Invoices will be sent by AJRMG according to our normal billing procedures
2. Payment is due within thirty (30) calendar days following the date of invoice

For AJRMG complete Insertion Order Terms and Conditions please go to <https://www.ajrmediagroup.net/ajr-media-group-term>

Client Signature: _____

Date: _____



City Council Regular Meeting
AGENDA ITEM 18

Agenda Item: Section 551.074, Texas Government Code, Personnel Matters – Discussion Concerning the Appointment, Employment, Evaluation and Duties of New City Manager, and Associated Issues

Meeting Date: September 3, 2026

Department: Administration

Staff Contact: Susan Nienstedt, Director of Human Resources and Risk Management
Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

No action — Executive Session discussion only.