



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 3, 2024 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 - City Attorney Cary Bovey**
- 3. Proclamations**
 - ◆ **Lynette Sheffield Planning Excellence Recognition**
 - ◆ **Fire Prevention Week**
 - ◆ **Paint the Town Pink**
- 4. Brenham Police Department Recruiting Video**
- 5. Service Recognitions**
 - ◆ **Mason Patranella - Public Utilities - 10 Years**
 - ◆ **Sierra Randle - Police Department - 10 Years**
 - ◆ **Seth Klehm - Police Department - 15 Years**
- 6. Citizen Comments**

CONSENT AGENDA

7. Statutory Consent Agenda

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

- 7.a. Approve the Minutes from the September 19, 2024 Regular City Council Meeting**
- 7.b. Approve Ordinance No. O-24-025 on Its Second Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan:**
- **Section 2024-01: Approximately 1.4 Acres of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from State Highway No. 36 North Extending Northward to the Northeast Corner of Vintage Farms Subdivision**
 - **Section 2024-02: Approximately 2.6 Areas of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from the Northeast Corner of Vintage Farms Subdivision, Extending North to the Current City Limit Line**
 - **Section 2024-03: Approximately 0.5 Acres of Land, Called Old Masonic Road and Right-of-Way, Situated in Washington County, Texas Extending Northward from the Little Sandy Creek to the Northeast Corner of a 2.869 Acre Tract Owned by OCC Construction Corp**
 - **Section 2024-04: Described Generally as a 1.0 Acre Tract Extending Northward on Old Masonic Road from the Northeast Corner of a 2.869 Acre Tract Owned by OCC Construction Corp. to the Northwest Corner of a 2.168 Acre Tract Owned by David Ryan Klingler, et ux**
 - **Section 2024-05: Described Generally as a 1.0 Acre Tract Extending Northward on Old Masonic Road from the Northwest Corner of a 2.168 Acre Tract Owned by David Ryan Klingler, et ux to the Existing City Limit Line**
- 7.c. Approve Ordinance No. O-24-026 on Its Second Reading Amending Appendix A – Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-24-031) to Include:**
- a. Appendix A: Zoning, Part II, Division 1, Accessory Uses and Structures, Section 10.02(1) Regarding the Placement of Detached Accessory Structures on Corner Lots; and Appendix A: Zoning, Part II, Division**
 - b. Accessory Uses and Structures, Section 10.02(4)(A) Regarding the Property Owner Residence Requirement for an Accessory Dwelling Unit**
- 7.d. Approve Ordinance No. O-24-027 on Its Second Reading Amending Chapter 23: Subdivisions of the Code of Ordinances, of the City of Brenham, Texas Article III, Design Standards, Section 23-17 to Allow**

Alleys in Townhome Developments (Case No. P-24-031)

- 7.e. Approve a Three-Year License Agreement Between the City of Brenham and Brightly Software, Inc. for Asset Essentials Work Order System in the Amount of \$21,416.75 Per Year and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Variance to Section 23-22(5)(a) of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions (Case No. P-20-029)**
- 9. Discuss and Possibly Act Upon the Purchase of Two (2) Fire Trucks for the City of Brenham Fire Department through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. FS12-23 and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Bid No. 2022-03 Related to Drainage and Flood Projects through the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon Resolution R-24-014 Expressing Official Intent to Reimburse Certain Costs Related to the Purchase of Fire Trucks for the Brenham Fire Department**
- 12. Discuss and Possibly Act Upon Resolution No. R-24-015 Expressing Official Intent to Reimburse Certain Costs Related to Drainage Projects**
- 13. Discuss and Possibly Act Upon Resolution No. R-24-016 Approving an Interfund Loan From the Electric Fund to the Drainage Fund to Pay for Drainage Projects**
- 14. Discuss and Possibly Act Upon the Purchase and Installation of a New Irrigation Pump Station at Hohlt Park through Buyboard Contract No. 705-23 and Authorize the Mayor to Execute Any Necessary Documentation**
- 15. Discuss and Possibly Act Upon the Purchase and Installation of a New Shade Structure at the Blue Bell Aquatic Center through BuyBoard Contract No. 705-23 and Authorize the Mayor to Execute Any Necessary Documentation**
- 16. Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2517BREN with TxDOT for FY 2025 and Authorize the Mayor to Execute Any Necessary**

Documentation

17. **Discuss and Possibly Act Upon the Purchase and Installation of New Outdoor Lighting in Downtown Brenham through BuyBoard Contract No. 735-24 and Authorize the Mayor to Execute Any Necessary Documentation**
18. **Administrative/Elected Officials Report**

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

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 was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, September 30, 2024 at 11:30 a.m.

Jeana Bellinger, TRMC, CMC
City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours 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 _____, 2024 at _____ a.m./p.m.

Signature

Title

PROCLAMATION

WHEREAS, October is recognized by the American Planning Association as National Community Planning Month and each year the Texas Chapter of the Association announces the annual Texas Planning Awards; and

WHEREAS, The 2024 Certificate of Achievement for the Richard R. Lillie, FAICP Planning Excellence Program was awarded to the City of Brenham and its Planning and Development Services Department for the fourth consecutive year. Brenham is one of 53 Texas cities and towns to receive such recognition; and

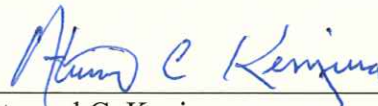
WHEREAS, The City of Brenham Planning and Development Services Department desires to recognize the greater planning community in conjunction with the planning excellence designation by honoring the first City of Brenham Planned Development District venture known as Oak Alley subdivision; and

WHEREAS, Oak Alley is a private residential development with thoughtful land planning and intentional architectural elements by visionary Lynette Sheffield. Oak Alley was established with the passing of the Planned Development District Zoning Ordinance on September 19, 2013 and is built out with 14 existing dwellings and 20 additional dwellings planned; and

WHEREAS, The City of Brenham is proud to congratulate Lynette Sheffield in the success of the Oak Alley Subdivision and for her visionary development practices to advance the planning and development framework of the Brenham community;

NOW, THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim Thursday, October 3, 2024, as

LYNETTE SHEFFIELD PLANNING EXCELLENCE RECOGNITION DAY



Atwood C. Kenjura
Mayor

PROCLAMATION

WHEREAS, The City of Brenham is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association, and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, Roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; Working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Residents should install smoke alarms in every sleeping room, outside each separate sleeping area, on every level of the home, and insure that their smoke alarms meet the needs of all family members, including those with sensory or physical disabilities; and

WHEREAS, Residents should test smoke alarms at least once a month.

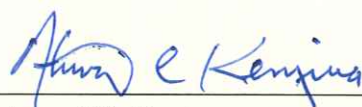
WHEREAS, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of Brenham Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, The 2024 Fire Prevention Week™ theme, “Smoke alarms: Make them work for you.™,” serves to remind us the importance of having working smoke alarms in the home.

NOW, THEREFORE, I, Atwood Kenjura, Mayor of Brenham, do hereby proclaim October 6–12, 2024, as

FIRE PREVENTION WEEK



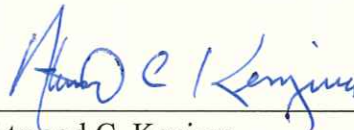
Atwood C. Kenjura
Mayor

PROCLAMATION

- WHEREAS,** One in eight women will be diagnosed with breast cancer in their lifetime and 42,250 women along with 530 men will lose their life to breast cancer this year: and
- WHEREAS,** Breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and
- WHEREAS,** Mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and
- WHEREAS,** Researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and
- WHEREAS,** We recognize that over four million Americans are breast cancer survivors that give us hope of a better future.
- WHEREAS,** Bosom Buddies, as breast cancer survivors, calls upon all citizens to observe this day by wearing the color pink along with participating in appropriate programs, activities and ceremonies:

NOW THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do hereby proclaim Thursday, October 24, 2024 as

PAINT THE TOWN PINK



Atwood C. Kenjura
Mayor

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, September 19, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Atwood Kenjura
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Luke Cochran, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Finance Stacy Hardy, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Police Chief Lloyd Powell, Assistant Chief Curtiss Schoen, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Jessica Perez, Shauna Laauwe, Steven Eilert, Ramon Torres, Richard O'Malley, Carrie Derkowski, Joshua Sebastian, Joshua Daniels, and David Kappelmann.

Citizens/Others Present:

Cody Neutzler, Kenzie Ihlenfeldt, Jake Carlile, and Chad Bolcerek.

Media Present:

Joshua Blaschke with KWHI, and Sarah Forsythe with Brenham Banner Press.

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags - Mayor Atwood C.

Kenjura

3. New Employee Introduction

- ◆ **David Cella - Assistant Fire Chief**

4. Citizen Comments

Fire Chief Mark Donovan gave an update on the fire that occurred in the City of Brenham on Highway 36 South. Donovan stated that 27 campers were a total loss and several others had damage from the heat. Donovan stated that the Brenham Fire Department received help from several other volunteers and agencies and were able to extinguish the fire quickly.

Lieutenant Steven Eilert introduced a new officer, Officer Ramon Torres. Officer Torres graduated from the Bryan Police Department Academy.

CONSENT AGENDA

5. Statutory Consent Agenda

- 5.a. Approve the Minutes from the September 5, 2024 Regular City Council Meeting**
- 5.c. Approve Ordinance No. O-24-021 on Its Second Reading Amending the 2023 Thoroughfare Plan Map, Specifically for the Alignment of the Proposed Future Extension of South Blue Bell Road to State Highway 36 South (Case No. P-24-021)**
- 5.d. Approve Ordinance No. O-24-022 on Its Second Reading Amending the 2019 Comprehensive Plan and Future Land Use Map, Specifically to Adopt the Small Area Plan Located Generally Around the Brenham Family Park (Case No. P-24-021)**
- 5.e. Approve Resolution No. R-24-012 Reauthorizing the Investment Policy and Strategy for the City of Brenham**
- 5.f. Approve a Ground-Space Lease Agreement Between the City of Brenham and Gary Snoe for Hangar Space at the Brenham Municipal Airport (3307 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation**
- 5.g. Approve the Allocation of the Brenham Community Development Corporation's Sales Tax Revenue of Fifty Percent (50%) to Parks and Recreation Projects and Fifty Percent (50%) to Economic Development Projects and Authorize the Mayor to Execute Any Necessary**

Documentation

5.h. Approve Change Order No. 1 and Final Payment for Project No. 62C-81C to Wampole-Miller, Inc. dba Miller Bros in the Amount of \$49,223.23 Related to Gas Main Line Pressure Test and Authorize the Mayor to Execute Any Necessary Documentation

Mayor Kenjura requested that Item 5.b. related to Ordinance No. O-24-020 Zoning of 1320 Burleson Street be moved from the Consent Agenda to the Regular Agenda.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Consent Agenda Items 5.a, 5.c. through 5.h. as presented.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

6. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A – Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-24-031) to Include:

- a. Appendix A: Zoning, Part II, Division 1, Accessory Uses and Structures, Section 10.02(1) Regarding the Placement of Detached Accessory Structures on Corner Lots; and Appendix A: Zoning, Part II, Division**
- b. Accessory Uses and Structures, Section 10.02(4)(A) Regarding the Property Owner Residence Requirement for an Accessory Dwelling Unit**

City Planner Shauna Laauwe presented this item. Laauwe stated that staff is requesting to make changes to the Code of Ordinances related to accessory dwelling units (ADUs) and accessory structures. Laauwe advised that the proposed amendment would require that the property owner's primary residence be the single-family dwelling or the ADU/accessory structure.

Laauwe advised that the other Code revision related to accessory dwelling units or accessory structures would require that all detached accessory structures in any residential district be located behind the closest point of the primary structure to the front of the property line. For corner lots, accessory structures would have to be located behind the closest point of the adjacent primary structure's front property line. Laauwe also explained that all accessory structures would be required to have a side and rear yard of not less than five (5) feet.

No citizen comments were heard.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to Approve an Ordinance on its first reading amending Appendix A – Zoning of the Code of Ordinances of the City of Brenham, in Washington County, Texas (Case No. P-24-031) to Include:

- a. Appendix A: Zoning, Part II, Division 1, Accessory Uses and Structures, Section 10.02(1) Regarding the Placement of Detached Accessory Structures on Corner Lots; and
- b. Appendix A: Zoning, Part II, Division 1, Accessory Uses and Structures, Section 10.02(4)(A) Regarding the Property Owner Residence Requirement for an Accessory Dwelling Unit

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

7. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Chapter 23: Subdivisions of the Code of Ordinances, of the City of Brenham, Texas Article III, Design Standards, Section 23-17 to Allow Alleys in Townhome Developments (Case No. P-24-031)

City Planner Shauna Laauwe presented this item. Laauwe stated that staff is recommending a revision to the Code of Ordinances, Chapter 23, Subdivisions, Section 23-17 Alleys. Laauwe explained that currently the Code does not permit alleys in new subdivisions; however, the staff is proposing that alleys be encouraged in townhome developments to facilitate the design of garages and parking to the rear of lots.

No citizen comments were heard.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve an Ordinance on its first reading amending Chapter 23: Subdivisions of the Code of Ordinances, of the City of Brenham, Texas Article III, Design Standards, Section 23-17 to allow alleys in townhome developments (Case No. P-24-031).

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

REGULAR SESSION

5.b. Approve Ordinance No. O-24-020 on Its Second Reading Amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham to Change the Zoning District From a Single-Family Residential Use District (R-1) to a Mixed Residential Use District (R-2) on Property Currently Addressed as 1320 Burleson Street, and Being Further Described as Tract 142 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas (Case No. P-24-030)

Mayor Kenjura inquired with City Planner Shauna Laauwe if the use of Rink Street was resolved. Laauwe advised that this Ordinance is only pertaining to the rezoning of the Burleson address and the use of Rink Street would be discussed in a meeting between staff and the developer.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Ordinance No. O-24-020 on its second reading amending Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham to change the Zoning District from a Single-Family Residential Use District (R-1) to a Mixed Residential Use District (R-2) on the property currently addressed as 1320 Burleson Street, and being further described as Tract 142 of the A. Harrington Survey, A-55, in Brenham, Washington County, Texas (Case No. P-24-030).

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

8. Discuss and Possibly Act Upon Ordinance No. O-24-023 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025

Chief Financial Officer Julie Flagg presented this item. Flagg stated that the proposed FY2024-25 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 \$107.6 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 second reading of the Ordinance to adopt the proposed FY2024-25 budget. Flagg advised that Council must take a record vote on this item.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Ordinance No. O-24-023 on its second reading adopting the budget for fiscal year beginning October 1, 2024 and ending September 30, 2025.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

9. Discuss and Possibly Act Upon Ordinance No. O-24-024 on Its Second Reading Levying Property Taxes for the Tax Year 2024 for the City of Brenham at \$0.4584 per \$100.00 Valuation

Chief Financial Officer Julie Flagg presented this item. Flagg stated that the proposed FY2024-25 budget includes a tax rate of \$0.4584 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.4584 will allocate \$0.3164 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. Flagg advised that because the proposed tax rate exceeds the no-new revenue rate, the City Council is required by the Tax Code to take a record vote on this item.

A motion was made by Councilmember LaRoche and seconded by Councilmember Cook that the property tax rate be increased by the adoption of a tax rate of \$0.4584, which is effectively a 0.63% increase in the tax rate.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Annexing the Hereinafter Described Territory into the City of Brenham and Adopting a Service Plan:

- **Section 2024-01: Approximately 1.4 Acres of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from State Highway No. 36 North Extending Northward to the Northeast Corner of Vintage Farms Subdivision**
- **Section 2024-02: Approximately 2.6 Areas of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from the Northeast Corner of Vintage Farms Subdivision, Extending North to the Current City Limit Line**
- **Section 2024-03: Approximately 0.5 Acres of Land, Called Old Masonic Road and Right-of-Way, Situated in Washington County, Texas Extending Northward from the Little Sandy Creek to the Northeast Corner of a 2.869 Acre Tract Owned by OCC Construction Corp**
- **Section 2024-04: Described Generally as a 1.0 Acre Tract Extending Northward on Old Masonic Road from the Northeast Corner of a 2.869 Acre Tract Owned by OCC Construction Corp. to the Northwest Corner of a 2.168 Acre Tract Owned by David Ryan Klingler, et ux**
- **Section 2024-05: Described Generally as a 1.0 Acre Tract Extending Northward on Old Masonic Road from the Northwest Corner of a 2.168 Acre Tract Owned by David Ryan Klingler, et ux to the Existing City Limit Line**

City Secretary/Director of Administrative Services Jeana Bellinger presented this item. Bellinger stated that this is the first reading of an Ordinance to consider the annexation of the following County roads and rights-of-way into the city limits.

Dixie Road: From Highway 36 North to the current city limit line. This annexation

will give Development Services the ability to provide accessibility options to developers to help ensure the safety of residents and other traffic traveling along Dixie Road.

Old Masonic Road: The area to the west of this roadway was annexed in 1984 and is more commonly known as the Scenic Estates Subdivision. This annexation would move the city limit line from the back of residential properties.

Bellinger advised that as required by law, the City Council has held two (2) public hearings and published notices of the annexation in the newspaper. Staff has not received any feedback from citizens related to this annexation; therefore, staff is recommending the Ordinance be approved on first reading.

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve an Ordinance on its first reading annexing the hereinafter described territory into the City of Brenham and adopting a Service Plan:

- **Section 2024-01:** Approximately 1.4 Acres of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from State Highway No. 36 North Extending Northward to the Northeast Corner of Vintage Farms Subdivision
- **Section 2024-02:** Approximately 2.6 Areas of Land, Called Dixie Road and its Right-of-Way, Situated in Washington County, Texas, from the Northeast Corner of Vintage Farms Subdivision, Extending North to the Current City Limit Line
- **Section 2024-03:** Approximately 0.5 Acres of Land, Called Old Masonic Road and Right-of-Way, Situated in Washington County, Texas Extending Northward from the Little Sandy Creek to the Northeast Corner of a 2.869 Acre Tract Owned by OCC Construction Corp
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- **Section 2024-05:** Described Generally as a 1.0 Acre Tract Extending Northward on Old Masonic Road from the Northwest Corner of a 2.168 Acre Tract Owned by David Ryan Klingler, et ux to the Existing City Limit Line

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

11. Discuss and Possibly Act Upon Resolution No. R-24-013 Relating to a Request for Financial Assistance from the Texas Department of Transportation for the Installation of an Automated Weather Observing System (AWOS) at the Brenham Municipal Airport

Airport Operations Manager David Kappelmann presented this item. Kappelmann stated that since 2021, the City of Brenham has been working with TxDOT Aviation to replace the Brenham Municipal Airport's Automated Weather Observing System (AWOS). The existing system is over 20 years old and has recently undergone multiple repairs by our repair vendor, DBT Transportation Services. DBT has informed us that multiple parts of the system are failing and nearing the end of our useful life and the City has spent a considerable amount of money in recent years on repairs and replacement parts for the current system.

Kappelmann stated that the proposed Resolution is in support of a AWOS relocation and replacement project with TxDOT Aviation. Kappelmann explained that the total project cost is estimated at \$200,000. However, the project is funded as a 90/10 grant and the local match required by the City of Brenham is \$20,000. This Resolution and accompanying paperwork are the first step in the process to allow the project to be included on the Transportation Commission agenda scheduled for October 31, 2024. Once the Transportation Commission grants approval of the project, a grant agreement will be sent to the City of Brenham for execution and then TxDOT will begin the process of soliciting bids for the project, selecting a contractor, awarding the project and scheduling the replacement.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Resolution No. R-24-013 relating to a request for financial assistance from the Texas Department of Transportation for the installation of an Automated Weather Observing System (AWOS) at the Brenham Municipal Airport.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

12. Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement Between the City of Brenham and Burditt Consultants, LLC Related to Jackson Street Park Improvements and Authorize the Mayor

to Execute Any Necessary Documentation

Purchasing and Public Works Project Manager Kyle Branham presented this item. Branham advised that in January 2024, City Council approved a professional services agreement with Burditt Consultants LLC for the services associated with design, surveying, Geotech work, structural and MEP services, attending several meetings, development of opinion of probable costs, prepare final plans, bidding services, advertising, provide inspection and bringing the project to substantial completion. Branham explained that this was based off the initial \$715,000 that was dedicated to Jackson Street Park Phase 1 Improvements by BCDC. Since this time an additional \$500,000 has been directed toward Jackson St Park so that more amenities can be added and addressed, such as better restrooms and electrical upgrades (trail and field lighting). With this additional funding comes extra work with the above services on the administration side. Branham stated that the amendment is adjusting the original basic services from \$90,607 to \$130,607.

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve Amendment No. 1 to the Professional Services Agreement between the City of Brenham and Burditt Consultants, LLC related to Jackson Street Park Improvements and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

13. Discuss and Possibly Act Upon the Purchase of Playground Equipment for Jackson Street Park through BuyBoard Contract No. 679-22 and Authorize the Mayor to Execute Any Necessary Documentation

Parks Superintendent Casey Redman presented this item. Redman explained that with the anticipation of starting on the Jackson St Park Improvements, the city is taking the first step to order a replacement playground and swing set that will be a key feature in the park improvements. In 2023 and 2024, BCDC allocated a total of \$1.2 million to upgrade Jackson St Park as it is one of the oldest parks and the next in line to be upgraded. Redman stated that this will be a replacement for an aging play structure that is approaching 20 years.

Redman explained that instead of putting this in the project bid and having the general contractor order, the city will be able to order directly from Cunningham

Recreation and save the markup costs. The city can also take advantage of Cunningham Recreation's Grant period and save an additional \$45,000.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the purchase of playground equipment for Jackson Street Park from Cunningham Recreation through BuyBoard Contract No. 679-22 in the amount of \$140,780.53 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

14. Discuss and Possibly Act Upon Award of Bid for the Industrial Boulevard Pumping Station Replacement, Project No. 66C-15C and Authorize the Mayor to Execute Any Necessary Documentation

Public Utility Project Manager Shawn Bolenbarr presented this item. Bolenbarr advised that on September 4, 2024, the City of Brenham opened bids for Project #66C-15C (Industrial Blvd. Pumping Station Replacement). This project consists of installing a new 620 gallons per minute duplex lift station with capabilities of being expandable to an 875 gallon per minute, electrical controls, supervisory control and data acquisition (SCADA) integration, a quick connect for a portable emergency generator, and approximately 100 linear feet of gravity sanitary sewer and force main.

Bolenbarr explained that there were a total of 4 bids received with Dudley Construction, LLC being the lowest bidder at \$1,075,900.00. Bids were very competitive, ranging from \$1,075,900.00 to \$1,350,959.14.00. The City of Brenham does have prior experience with Dudley Construction, LLC on a similar project (Project # 66C-54C, Stone Hollow Lift Station Replacement).

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to award bid for the Industrial Boulevard Pumping Station Replacement, Project No. 66C-15C to Dudley Construction, LLC in the amount of \$1,075,900.00 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Councilmember Cook, Councilmember LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: Mayor Pro Tem Kolby, Councilmember Canales

15. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- October 1 - National Night Out from 6:00 p.m. to 8:30 p.m.
- October 3 - Regular City Council meeting

Council adjourned into Executive Session at 1:41 p.m.

EXECUTIVE SESSION

16. Section 551.071 Texas Government Code - Consultation with City Attorney Regarding the Brenham Police Department and Associated Legal Matters

Executive Session adjourned at 2:31 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-025

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS FOR THE PURPOSE OF EXTENDING THE CORPORATE LIMITS OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 6.5 ACRES OF LAND, COMPRISED OF FIVE (5) TRACTS HEREINAFTER MORE SPECIFICALLY DESCRIBED, TO THE CITY OF BRENHAM, TEXAS FOR ALL MUNICIPAL PURPOSES; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SERVICE PLAN FOR THE ANNEXED AREAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE BOUNDARIES OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETING

WHEREAS, the City of Brenham, Texas is a Texas home-rule municipality; and

WHEREAS, Chapter 43 of the Texas Local Government Code, V.T.C.A., authorizes municipalities to annex territory in accordance with the procedures provided for therein; and

WHEREAS, Article I, Section 3 of the Charter of the City of Brenham authorizes annexation of territory to the City, in accordance with the laws of this State; and

WHEREAS, the hereinafter described property lies within the extraterritorial jurisdiction of the City of Brenham; and

WHEREAS, notice of the required public hearing was published in a newspaper having general circulation in the City of Brenham, Texas and the public hearing was conducted and held in accordance with applicable law; and

WHEREAS, the City of Brenham, Texas prepared a Service Plan for the extension of municipal services into the area to be annexed, said Service Plan being attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, all notices, publications and hearings have been duly given and held as required by law;

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

- Section 1.** That the hereinafter described tract of land is within the extraterritorial jurisdiction of, and is adjacent to and is contiguous to the present corporate limits of the City of Brenham, Texas, be, the same is hereby, annexed to the City of Brenham, Texas for all municipal purposes and the corporate boundaries and limits of the City of Brenham, Texas are hereby extended to embrace the said tract of land, which is more particularly described and attached hereto as Exhibit “A” and “C” and incorporated herein for all purposes.
- Section 2.** That the inhabitants, if any, of the property hereby annexed to the City of Brenham, Texas shall be entitled to all the rights and privileges of said citizens of the City of Brenham, Texas, and shall be bound by the acts, ordinances, codes, resolutions and regulations of the City of Brenham, Texas.
- Section 3.** That the Service Plan which is attached hereto as Exhibit “B” is hereby approved and incorporated herein as part of this Ordinance for all purposes and is applicable to the areas annexed to the City as described herein.
- Section 4.** That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to include the aforementioned areas as part of the City of Brenham, Texas.
- Section 5.** That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to amend the official map of the City of Brenham, Texas to add the territory hereby annexed as required by law.
- Section 6.** If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City of Brenham, Texas, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.
- Section 7.** That this Ordinance shall become effective upon its passage.

Section 8. That the meetings at which this Ordinance was enacted were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of said meetings was given as required by the Texas Open Meetings Act.

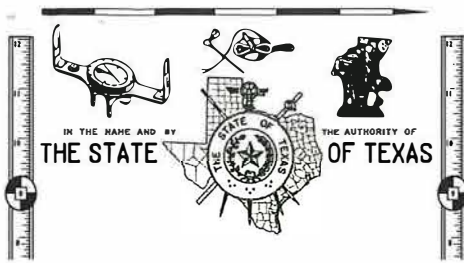
PASSED and APPROVED on its first reading this the 19th day of September 2024.

PASSED and APPROVED on its second reading this the 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary



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EXHIBIT "A"

City of Brenham – 2024 Annexation Description - Section 2024-01

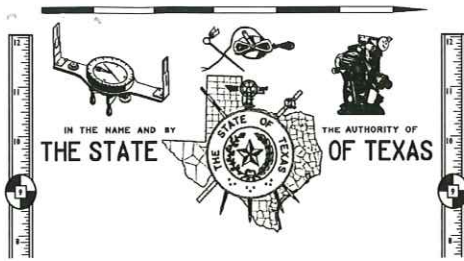
BEGINNING at a 1/2 inch iron rod found on a Northwest right of way line of State Highway No. 36 N. at its intersection with a West margin of Dixie Road, being on a Northwest line of the City of Brenham Annexation (Ordinance Number O-14-019) called approximately 254 acres, as recorded in Volume 1475, Page 419, in the Official Records of Washington County, Texas for the Eastern exterior corner of Reserve B (called 6.927 acres) of the Vintage Farms Subdivision, Phase I, as recorded in Plat Cabinet File Slide Numbers 694B through 696A, in the Plat Records of Washington County, Texas, being the Eastern exterior corner of the City of Brenham Annexation (Ordinance Number O-17-003) called 86.664 acres, as recorded in Volume 1580, Page 705, in said Official Records of Washington County, Texas, being the South or Southwest corner hereof;

THENCE in a Northerly direction, being along West margins of said Dixie Road, being along East lines of said Reserve B (called 6.927 acres) of said Vintage Farms Subdivision, being along East lines of Lots 65, 66, 67, 68 and 69, Block 2 of said subdivision, crossing the East end of Muscadine Trail with West margins of said Dixie Road, also being along East lines of Lot 1, Block 1 of said Vintage Farms Subdivision for West lines hereof to a 1/2 inch iron rod found for the Northeast corner of said Lot 1 of said subdivision, being an exterior angle point of the 1983 Land Investments, LLC tract called 52.428 acres, as recorded in Volume 1732, Page 759, in said Official Records of Washington County, Texas and of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas, being the Northwest corner hereof;

THENCE in an Easterly direction, being along a South line of said 1983 Land Investments, LLC tract called 52.428 acres and said City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, crossing Dixie Road at its intersection with a projection of a South line of said 1983 Land Investments, LLC tract called 52.428 acres for the North line hereof to a West line of the Marie Surovik tract called 15.37 acres, as recorded in Volume 1162, Page 754, in said Official Records of Washington County, Texas for the Northeast corner hereof;

THENCE in a Southerly and Southeasterly direction, being along East and Northeast margins of said Dixie Road, being along West and Southwest lines of said Surovik tract called 15.37 acres for East and Northeast lines hereof to a concrete monument (highway r/w marker) found on a Northwest right of way line of said State Highway No. 36 N. at its intersection with a Northeast margin of said Dixie Road, being an interior corner of said City of Brenham Annexation (Ordinance Number O-14-019) called approximately 254 acres for the South corner of said Surovik tract called 15.37 acres, being the East corner hereof;

THENCE in a Southwesterly direction, crossing said Dixie Road with a Northwest right of way line of said State Highway No. 36 N., being along Northwest lines of said City of Brenham Annexation (Ordinance Number O-14-019) called approximately 254 acres for the Southeast line hereof to the PLACE OF BEGINNING and containing approximately 1.4 acres of land.



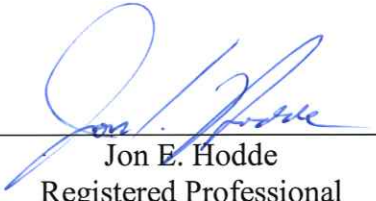
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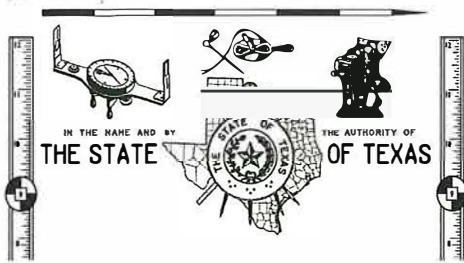
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 2nd day of November, 2020, A. D.





Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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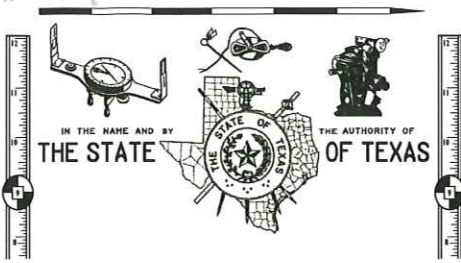
City of Brenham – 2024 Annexation Description - Section 2024-02

BEGINNING at an 8 inch cedar fence post on a Southwest margin of Dixie Road for the North corner of the 1983 Land Investments, LLC tract called 52.428 acres, as recorded in Volume 1732, Page 759, in the Official Records of Washington County, Texas, being the North corner of the City of Brenham Annexation (Ordinance Number O-20-012) called 52.428 acres, as recorded in Volume 1732, Page 94, in said Official Records of Washington County, Texas, also being the East corner of the Dwayne Ray McGee, et ux tract called 12.866 acres, as recorded in Volume 1765, Page 518, in said Official Records of Washington County, Texas, and being the West corner hereof;

THENCE in a Northeasterly direction, crossing said Dixie Road for the Northwest line hereof to the North corner hereof, being a projection of a South line of said McGee tract called 12.866 acres, being on a Northeast margin of said Dixie Road, being on a Southwest line of the Michael H. Hopkins, Jr. and Katherine E. Hopkins tract called 97.6 acres, as recorded in Volume 1745, Page 378, in said Official Records of Washington County, Texas;

THENCE in a Southeasterly and Easterly direction, being along Northeast and North margins of said Dixie Road, being along Southwest and South lines of said Hopkins tract called 97.6 acres, being along South lines of Lot 10 (called 3.029 acres) of Hidden Valley Subdivision, a map or plat being of record in Plat Cabinet File Slide Numbers 191A through 192A, in the Plat Records of Washington County, Texas, crossing the South end of Hidden Valley Drive with a North margin of said Dixie Road for Northeast and North lines hereof to a 1/2 inch iron rod found at the base of an 8 inch fence corner post for the Northwest corner of the Robert C. Coghlan, III tract called 1.000 acres (Tract 1), as recorded in Volume 830, Page 278, in said Official Records of Washington County, Texas, being the Southwest corner of Lot 1 (called 1.500 acres) of said Hidden Valley Subdivision, also being the Southeast corner of said Hidden Valley Drive, and being the Northeast corner hereof,

THENCE in a Southerly direction, being along East margins of said Dixie Road, being along the West line of said Coghlan tract called 1.000 acres, crossing the West end of Horizon Lane with an East margin of said Dixie Road, being along the West line of the R. Brandon Coghlan, et ux tract called 1.000 acres, as recorded in Volume 896, Page 164, in said Official Records of Washington County, Texas, being along the West line of the Abinadat Yanez Bustos, et ux tract called 2.47 acres, as recorded in Volume 1612, Page 438, in said Official Records of Washington County, Texas, crossing the West end of Confederate Lane with an East margin of said Dixie Road, being along the West line of the John L. Choyce, et ux tract called 6.899 acres, as recorded in Volume 1096, Page 541, in said Official Records of Washington County, Texas, being along West lines of the Marie Surovik tract called 15.37 acres, as recorded in Volume 1162, Page 754, in said Official Records of Washington County, Texas for East lines hereof to the Southeast corner hereof, being



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on an East margin of said Dixie Road at its intersection with the projection of the South line of said 1983 Land Investments, LLC tract called 52.428 acres and of said City of Brenham Annexation (Ordinance No. O-20-012) called 52.428 acres, being on a West line of said Surovik tract called 15.37 acres;

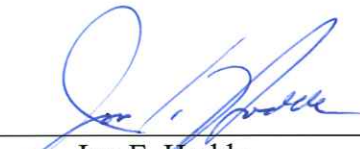
THENCE in a Westerly direction, crossing said Dixie Road for the South line hereof to a 6 inch treated fence post for the Southeast corner of said 1983 Land Investments, LLC tract called 52.428 acres and of said City of Brenham Annexation (Ordinance No. O-20-012) called 52.428 acres, being the Southwest corner hereof;

THENCE in a Northerly, Westerly and Northwesterly direction, being along East, North and Northeast lines of said 1983 Land Investments, LLC tract called 52.428 acres and of said City of Brenham Annexation (Ordinance No. O-20-012) called 52.428 acres for West, South and Southwest lines hereof to the PLACE OF BEGINNING and containing approximately 2.6 acres of land.

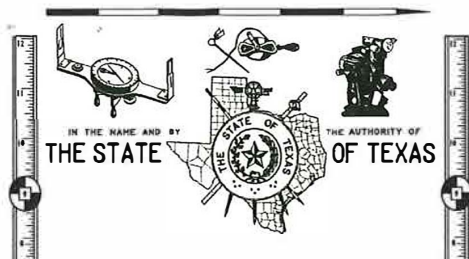
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Dated this the 2nd day of November, 2020, A. D.





Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



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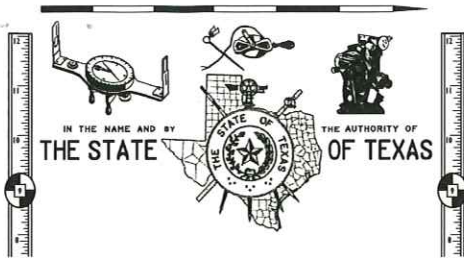
City of Brenham – 2024 Annexation Description - Section 2024-03

BEGINNING at a 5/8 inch iron rod found with Id. cap (Hodde & Hodde Land Surveying) at an exterior angle point of Old Masonic Road, being on an East line of the City of Brenham Annexation Ordinance called 75.671 acres, as recorded in Volume 482, Page 792, in the Official Records of Washington County, Texas for the South corner of the Scenic Investments residue of original tract called 0.685 acre, as recorded in Volume 844, Page 332, in said Official Records of Washington County, Texas and being described as 0.65 acre (2nd Tract) in Volume 149, Page 150, in the Deed Records of Washington County, Texas, being the South corner of the City of Brenham Annexation (Ordinance No. O-19-044) called 0.643 acre (Section 2019-2), being an exterior angle point of Reserve B1b right-of-way parcel (called 0.2187 acre), Block IV of Replat of Reserve B1 & Lot 10, Block IV of Scenic Estates Subdivision, Section 1, a map or plat of said replat being of record in Plat Cabinet File Slide Number 501A, in the Plat Records of Washington County, Texas, and being the Northwest corner hereof;

THENCE in an Easterly direction, crossing said Old Masonic Road, being perpendicular to the East line of said Scenic Investments residue of original tract called 0.685 acre for the North line hereof to the Northeast corner hereof, being on an East margin of said Old Masonic Road, being on a West line of the Lampe Partners, LP tract called 68.818 acres (Tract Ten - Exhibit "I"), as recorded in Volume 1565, Page 265, in said Official Records of Washington County, Texas;

THENCE in a Southerly direction, being along East margins of said Old Masonic Road, being along West lines of said Lampe Partners, LP tract called 68.818 acres for East lines hereof to a Southwest corner of said Lampe Partners, LP tract called 68.818 acres on an East margin of said Old Masonic Road at its intersection with the center of Little Sandy Creek, being on a North line of the City of Brenham Annexation (Ordinance No. O-05-014) called approximately 26.67 acres (Section No. 2005-1), as recorded in Volume 1179, Page 313, in said Official Records of Washington County, Texas, being the Northwest corner of Reserve "A" (called 8.0419 acres) of the Amending Plat of Overlook Estates Subdivision, Section 4, a map or plat being of record in Plat Cabinet File Slide No. 748B, in said Plat Records of Washington County, Texas, and being the Southeast corner hereof;

THENCE in a Westerly direction, crossing said Old Masonic Road for a North line of said City of Brenham Annexation (Ordinance No. O-05-014), being along the center of said Little Sandy Creek, being the South line hereof to the Southeast corner of Reserve B1 (called 2.869 acres), Block IV of said Replat of Reserve B1 & Lot 10, Block IV of Scenic Estates Subdivision, Section 1, being the Northeast corner of the Brenham Housing Authority tract called 5.6682 acres, being the residue of original tract called 20.032 acres, as recorded in Volume 446, Page 314, in said Deed Records of Washington County, Texas, being a Southeast corner of said City of Brenham Annexation Ordinance called 75.671 acres, being a Northeast corner of the City of Brenham Annexation Ordinance called 21.215 acres, as recorded in Volume 365, Page 291, in said Deed Records of Washington County, Texas also being the Southwest corner hereof, and being the Northwest corner of said City of Brenham Annexation (Ordinance No. O-05-014);



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THENCE in a Northerly direction, being along West margins of said Old Masonic Road, being along East lines of said Reserve B1 (called 2.869 acres) of said Replat of Reserve B1 & Lot 10, Block IV of Scenic Estates Subdivision, Section 1, being along an East line of said Reserve B1b (called 0.2187 acre), Block IV, being along East lines of said City of Brenham Annexation Ordinance called 75.671 acres for West lines hereof to the PLACE OF BEGINNING and containing approximately 0.5 acre of land.

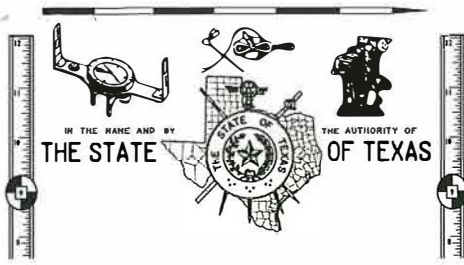
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Dated this the 2nd day of November, 2020, A. D.



Jon E. Hodde
Registered Professional
Land Surveyor No. 5197





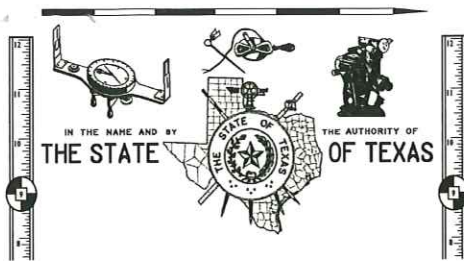
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City of Brenham – 2024 Annexation Description - Section 2024-04

BEGINNING at a 5/8 inch iron rod found with Id. cap (Hodde & Hodde Land Surveying) at an exterior angle point of Old Masonic Road, being on an East line of the City of Brenham Annexation Ordinance called 75.671 acres, as recorded in Volume 482, Page 792, in the Official Records of Washington County, Texas for the South corner of the Scenic Investments residue of original tract called 0.685 acre, as conveyed in Volume 844, Page 332, in said Official Records of Washington County, Texas and being described as 0.65 acre (2nd Tract) in Volume 149, Page 150, in the Deed Records of Washington County, Texas, being the South corner of the City of Brenham Annexation (Ordinance No. O-19-044) called 0.643 acre (Section 2019-2), being an exterior angle point of Reserve B1b right-of-way parcel called 0.2187 acre, Block IV of Replat of Reserve B1 & Lot 10, Block IV of Scenic Estates Subdivision, Section 1, a map or plat of said replat being of record in Plat Cabinet File Slide Number 501A, in said Plat Records of Washington County, Texas, and being the Southwest corner hereof;

THENCE in a Northerly direction, being along West margins of said Old Masonic Road, being along or near the common division line of the A. Harrington Survey, A-55 and the P. & A. Hope Survey, A-62, in part, being along East lines of said City of Brenham Annexation (Ordinance O-19-044) called 0.643 acre (Section 2019-2), being along the East line of said Scenic Investments residue of original tract called 0.685 acre, being along the East line of the Glen D. Goodman and Jetta G. Goodman residue of original tract called 0.65 acre, as recorded in Volume 1239, Page 379, in said Official Records of Washington County, Texas and described in Volume 149, Page 150, in said Deed Records of Washington County, Texas, being along East lines of the Alexis Gail Baker tract called 0.1137 acre, as conveyed in Volume 1337, Page 637, in said Official Records of Washington County, Texas and being part of the original tract called 0.371 acre as described in Volume 1189, Page 778, in said Official Records of Washington County, Texas, being along the East line of the Alois Gurka, et ux tract called 0.3673 acre, as recorded in Volume 926, Page 922, in said Official Records of Washington County, Texas, being along the East line of the James H. McCool, et ux tract called 0.3625 acre, as recorded in Volume 915, Page 504, in said Official Records of Washington County, Texas, also being along the East line of the Lathel Norris tract called 0.356 acre, as recorded in Volume 1413, Page 876, in said Official Records of Washington County, Texas, and being along the East line of the David P. Armentrout, et ux tract called 4,088 square feet (Tract 2), as recorded in Volume 1167, Page 655, in said Official Records of Washington County, Texas for West lines hereof to the Northeast corner of said Armentrout tract called 4,088 square feet, being the Southeast corner of Lot 28, Block IV of Scenic Estates Subdivision, Section 1, a map or plat being of record in Plat Cabinet File Slide Numbers 226A and 226B, in said Plat Records of Washington County, Texas, being a Southeast corner of said City of Brenham Annexation Ordinance called 75.671 acres, also being the Northeast corner of said City of Brenham Annexation (Ordinance No. O-19-044) called 0.643 acre (Section 2019-2), and being the Northwest corner hereof;



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THENCE in an Easterly direction, crossing said Old Masonic Road for the North line hereof to the Northeast corner hereof, being on an East margin of said Old Masonic Road at its intersection with a projection of the North line of said Armentrout tract called 4,088 square feet, being on an East margin of said Old Masonic Road, being on a West line of the David R. Klingler and Kathleen M. Klingler tract called 140.0 acres, as recorded in Volume 1537, Page 762, in said Official Records of Washington County;

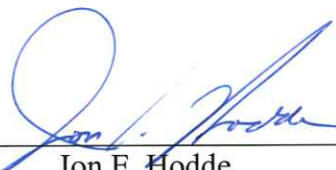
THENCE in a Southerly direction, being along East margins of Old Masonic Road, being along a portion of a West line of said Klingler tract called 140.0 acres, being along West lines of the Lampe Partners, LP tract called 68.818 acres (Tract Ten - Exhibit "I"), as recorded in Volume 1565, Page 265, in said Official Records of Washington County, Texas for East lines hereof to a Southeast corner hereof, being on an East margin of said Old Masonic Road, being on a West line of said Lampe Partners, LP tract called 68.818 acres;

THENCE in a Westerly direction, crossing said Old Masonic Road for the South line hereof, being perpendicular to the East line of said Scenic Investment residue of original tract called 0.685 acre to the PLACE OF BEGINNING and containing approximately 1.0 acre of land.

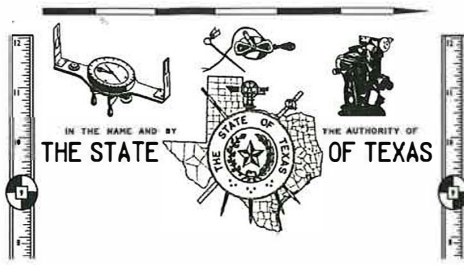
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Acreages stated herein are approximate.

Dated this the 2nd day of November, 2020, A. D.





Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 E. Blue Bell Road
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com
TEXAS FIRM REGISTRATION NO. 10018800

City of Brenham – 2024 Annexation Description - Section 2024-05

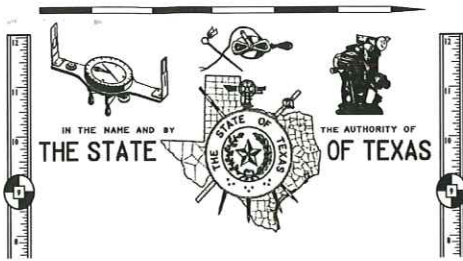
BEGINNING at a 3/8 inch iron rod found on a West margin of Old Masonic Road for the Southeast corner of the Herman Ahrens, Jr. and wife, Joyce Ahrens tract called 3.000 acres, as recorded in Volume 363, Page 373, in the Deed Records of Washington County, Texas, being the Northeast corner of Lot 22, Block III of Scenic Estates Subdivision, Section 1, a map or plat being of record in Plat Cabinet File Slide Numbers 226A and 226B, in the Plat Records of Washington County, Texas, also being a Northeast corner of the City of Brenham Annexation Ordinance called 75.671 acres, as recorded in Volume 482, Page 792, in the Official Records of Washington County, Texas, and being the Northwest corner hereof;

THENCE in an Easterly direction, crossing said Old Masonic Road for the North line hereof to the Northeast corner hereof, being on an East margin of said Old Masonic Road at its intersection with a projection of the North line of said Lot 22, Block III of Scenic Estates Subdivision, Section 1, being on a West line of the David R. Klingler and Kathleen M. Klingler tract called 140.0 acres, as recorded in Volume 1537, Page 762, in said Official Records of Washington County, Texas;

THENCE in a Southerly direction, being along East margins of Old Masonic Road, being along West lines of said Klingler tract called 140.0 acres for East lines hereof to a Southwest corner hereof, being on an East margin of said Old Masonic Road at its intersection with a projection of the North line of the David P. Armentrout, et ux tract called 4,088 square feet (Tract 2), as recorded in Volume 1167, Page 655, in said Official Records of Washington County, Texas;

THENCE in a Westerly direction, crossing said Old Masonic Road for the South line hereof to the Northeast corner of said Armentrout tract called 4,088 square feet, being the Southeast corner of Lot 28, Block IV of said Scenic Estates Subdivision, Section 1, being a Southeast corner of said City of Brenham Annexation Ordinance called 75.671 acres, also being the Northeast corner of the City of Brenham Annexation (Ordinance No. O-19-044) called 0.643 acre (Section 2019-2), and being the Southwest corner hereof;

THENCE in a Northerly direction, being along West margins of said Old Masonic Road, being along East lines of Lots 28, 27, 26, 25, 24 and 23, Block IV of said Scenic Estates Subdivision, Section 1, crossing the East end of Hickory Hollow Lane with a West margin of Old Masonic Road, being along the East line of said Lot 22, Block III of said subdivision for West lines hereof to the PLACE OF BEGINNING and containing approximately 1.0 acres of land.



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Dated this the 2nd day of November, 2020, A. D.

Jon E. Hodde
Registered Professional
Land Surveyor No. 5197



EXHIBIT “B”

2024 ANNEXATION SERVICE PLAN

Upon annexation of the areas identified as Sections 2024-01, 2024-02, 2024-03, 2024-04 and 2024-05, the City of Brenham will provide City services utilizing methods by which it extends services to any other equivalent areas of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION

Police Protection

The City of Brenham and its Police Department will provide police protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

Fire Protection

The City of Brenham and its Fire Department will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Fire Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

Maintenance of Water and Wastewater Facilities

Any and all water and wastewater facilities owned, operated or maintained by the City of Brenham Public Utilities Department at the time of annexation shall continue to be maintained by Public Utilities. Any and all water and wastewater facilities which may be acquired subsequent to the annexation of the proposed areas shall be operated and maintained by the City’s Public Utilities Department to the extent of the City’s ownership. The now existing City water and wastewater mains at existing locations shall be available for the point of use extension based upon the City’s standard extension policy now existing or as may be amended.

Solid Waste Collection

The City of Brenham, or its authorized franchisees, collect solid waste and refuse within the corporate limits of the City. Solid waste collection will be provided to citizens, if any, in the newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. The City may negotiate with inhabitants, if any, of the annexed areas to allow continued services with an existing solid waste provider. After the second anniversary of the annexation date, the City will impose solid waste collection fees and provide the service.

If areas with private roads and/or gates are arranged so that solid waste may be collected without creating a safety hazard, the City, at its discretion, may collect the solid waste provided proper indemnification is received from the community association or individual property owner(s). The City will then impose solid waste collection fees and provide the service. Solid waste collection locations shall be subject to the approval of the Sanitation Superintendent or other authorized City personnel. In the event the City does not collect solid waste within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

Maintenance of Roads and Streets

Any and all public roads, streets, or alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and density as those found within the newly annexed areas. Private roads will remain under private ownership until dedicated to and accepted by the City, and as such shall be maintained by the property owner(s).

Maintenance of Parks, Playgrounds and Swimming Pools

The City of Brenham is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under private ownership and as such, shall be maintained by the owner.

Maintenance of any Publicly Owned Facility, Building or Municipal Service

The City of Brenham is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the annexed areas. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under private ownership and as such, shall be maintained by the owner.

Other Services

The City of Brenham finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, municipal court and general administration will be made available after the effective date of the annexation as the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE SUBSTANTIALLY COMPLETE WITHIN TWO AND ONE-HALF (2½) YEARS

The City of Brenham will provide full municipal services in the annexed areas no later than 2 ½ years after the effective date of the annexation unless certain services cannot reasonably be provided within that period. In the event the services cannot be provided within two and one-half (2½) years, the City will propose a schedule for providing those services and will include a list of all services to be provided under the plan and a schedule to extend the period of providing certain services. The schedule will provide for the provision of full municipal services no later than four and one-half (4½) years after the effective date of the annexation.

Police Protection, Fire Protection, and Solid Waste Collection

The City of Brenham finds and determines it is not necessary to acquire or construct any capital improvements within two and one-half (2½) years of the effective date of the annexation of the annexed areas for the purpose of providing police protection, fire protection, or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Brenham with like topography, land use and population density as those found within the newly annexed area.

Water and Wastewater Facilities

The City of Brenham finds and determines that there is sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to Public Utilities extension policies. The construction of any capital improvements necessary to extend water and wastewater services to an annexed areas will be substantially complete with within two and one-half (2½) years after the effective date of the annexation unless said time period is extended pursuant to Chapter 43 of the Texas Local Government Code.

Roads and Streets

The City of Brenham finds and determines it is not necessary to acquire or construct any capital improvements within two and one-half (2½) years of the effective date of the annexed areas.

Maintenance of Parks, Playgrounds, Swimming Pools, and Other Publicly Owned Facility, Building or Service

The City of Brenham finds and determines it is not necessary to acquire or construct any capital improvements within two and one-half (2½) years of the effective date of the annexed areas for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Brenham find and determines that this service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the annexed areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This Plan shall be valid for a term of ten (10) years. Renewal of this Plan is at the discretion of the City of Brenham.

LEVEL OF SERVICE

Nothing in this Plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

This Plan shall not be amended except in accordance with Chapter 43 of the Texas Local Government Code.



EXHIBIT "C" **City of Brenham Annexation**

1 inch = 300 feet



- Section 2024-1
- Section 2024-2

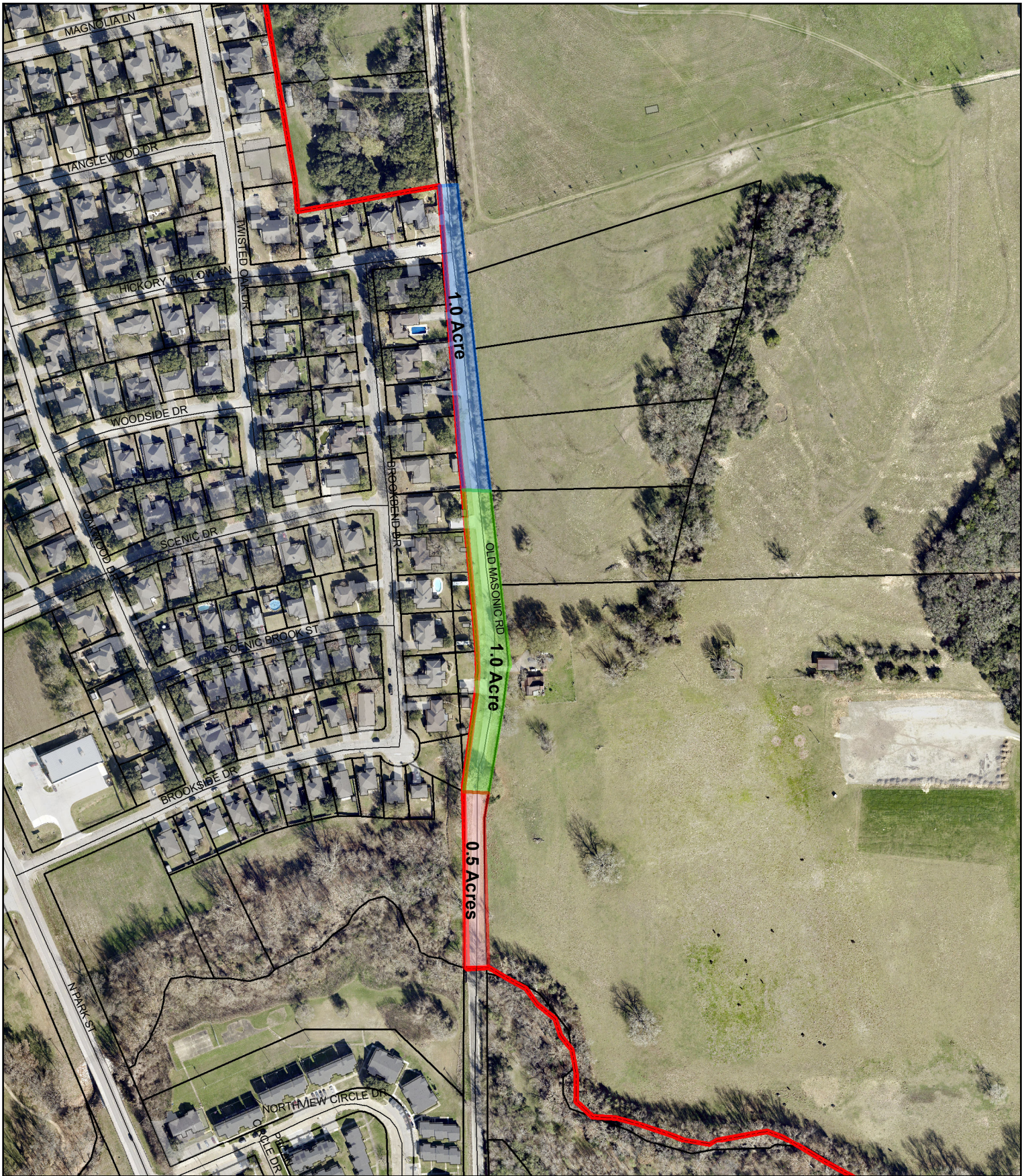


EXHIBIT "C"
City of Brenham Annexation

ORDINANCE NO. O-24-026

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING”, OF THE CODE OF ORDINANCES BY AMENDING PART 2, DIVISION 1, ACCESSORY USES AND STRUCTURES, SECTION 10.02(1) REGARDING THE PLACEMENT OF DETACHED ACCESSORY STRUCTURES ON CORNER LOTS; AMENDING PART II, DIVISION 1, ACCESSORY USES AND STRUCTURES, SECTION 10.02(4)(A) REGARDING THE PROPERTY OWNER RESIDENCE REQUIREMENT FOR AN ACCESSORY DWELLING UNIT; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Brenham has requested that Appendix A - "Zoning" of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Appendix A - "Zoning" of the Code of Ordinances; and

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

WHEREAS, these amendments were recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting August 26, 2024; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A- "Zoning" of the Code of Ordinances;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Appendix A- "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 10.02(1), Accessory structures, location and regulation, is hereby amended to read as follows:

(Sec. 10.02) Accessory structures, location and regulation:

- (1) All detached accessory structures in any residential district shall be located behind the closest point of the primary structure to the front property line. For corner lots, accessory structures shall also be located behind the closest point of the adjacent primary structure to the front property line of said adjacent property. Accessory structures shall have a side and rear yard of not less than five (5) feet.

SECTION 2.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 10.02(4)(A), Accessory structures, location and regulation, is hereby amended to read as follows:

(Sec. 10.02) Accessory structures, location and regulation:

(4) Additional standards pertaining to accessory dwelling units (ADUs):

- (A) Should the primary use be a single-family dwelling, in a R-1 District, the property owner's primary residence shall be the single-family dwelling or ADU.
- (B) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.
- (C) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.
- (D) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.
- (E) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.
- (F) ADUs shall not be a HUD-code manufactured home or mobile home.

SECTION 3.

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

SECTION 4.

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses, and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 5.

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

PASSED and APPROVED on its first reading this the 19th day of September 2024.

PASSED and APPROVED on its second reading this the 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-027

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCES BY AMENDING ARTICLE III, DESIGN STANDARDS, SECTION 23-17 TO ALLOW ALLEYS IN TOWNHOME DEVELOPMENTS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Brenham has requested that Chapter 23- “Subdivisions” of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Chapter 23 – “Subdivisions” of the Code of Ordinances; and

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

WHEREAS, the amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting August 26, 2024; and

WHEREAS, the City Council deems it appropriate to approve the requested amendment to Chapter 23– “Subdivisions” of the Code of Ordinances;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT CHAPTER 23 – “SUBDIVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Chapter 23 - "Subdivisions" of the Code of Ordinances of the City of Brenham, Texas, Article III, Design Standards, Section 23-17, Alleys, is hereby amended to read as follows:

Sec. 23-17. Alleys

Alleys are encouraged in townhome developments to facilitate the design of garages and parking to the rear of lots.

SECTION 2.

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

SECTION 3.

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses, and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 4.

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

PASSED and APPROVED on its first reading this the 19th day of September 2024.

PASSED and APPROVED on its second reading this the 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



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

Agenda Item: **Approve a Three-Year License Agreement Between the City of Brenham and Brightly Software, Inc. for Asset Essentials Work Order System in the Amount of \$21,416.75 Per Year and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: October 3, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The City of Brenham Maintenance Department is seeking the Mayor and Council's approval for a Service Agreement with Brightly Software Inc. for cloud-based services for the Asset Essentials Work Order Software. All Departments are currently using Asset Essentials for day-to-day operations of all work orders that are generated internally or called in by the public. The City of Brenham has been using this software since January 2021, and it is used by Public Works and Public Utilities. The cost has been shared equally each year and the proposed service term of 36 months by Brightly Software Inc will reduce the current rate by twenty (20) percent for each year of the agreement.

The proposed service term is thirty-six (36) months and would run from November 1, 2024, to October 31, 2027. The terms of payment would be on an annual basis at a cost of \$21,416.75.00. The current billing rate is \$26,770.94 and the proposed billing rate would generate a savings of \$5,354.19 each year. The pricing reflects discounts provided by Brightly Software Inc Sourcwell contract #090320-SDI for Computerized Maintenance Management System (CMMS).

ATTACHMENTS:

1. Asset Essentials - 3 Yr Quote

RECOMMENDATION:

Approve a three-year license agreement between the City of Brenham and Brightly Software, Inc. for Asset Essentials Work Order System in the amount of \$21,416.75 per year and authorize the Mayor to execute any necessary documentation.

**PREPARED FOR**

City Of Brenham ("Customer")

PREPARED BY

Brightly Software Inc

11000 Regency Parkway, Suite 300

Cary, NC 27518

PUBLISHED ON

September 09, 2024



September 09, 2024
City Of Brenham

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for City Of Brenham.

Service Term: 36 months (11/01/2024 - 10/31/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Connector Toolkit	11/1/2024	10/31/2025	\$2,238.34
Facilities/Physical Plant Module	11/1/2024	10/31/2025	\$0.00
Treatment Plants Module	11/1/2024	10/31/2025	\$0.00
Streets/Signs/Sidewalks Module	11/1/2024	10/31/2025	\$0.00
Storm Water Module	11/1/2024	10/31/2025	\$0.00
Electric and Gas Module	11/1/2024	10/31/2025	\$0.00
Water Distribution and Waste Water Collection Module	11/1/2024	10/31/2025	\$0.00
Sanitation Module	11/1/2024	10/31/2025	\$0.00
Parks, Recreation and Forestry Module	11/1/2024	10/31/2025	\$0.00
Fleet Module	11/1/2024	10/31/2025	\$0.00
Other Module	11/1/2024	10/31/2025	\$0.00
Asset Essentials Enterprise	11/1/2024	10/31/2025	\$19,178.41
Asset Essentials Inventory	11/1/2024	10/31/2025	\$0.00
Annual Renewal:			\$21,416.75 USD

*Your Sourcewell discount has been applied.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 11/01/2025	Investment Year 3 Start Date: 11/01/2026
Asset Essentials Connector Toolkit	2,238.34 USD	2,238.34 USD
- Facilities/Physical Plant Module	Included	Included
- Treatment Plants Module	Included	Included
- Streets/Signs/Sidewalks Module	Included	Included
- Storm Water Module	Included	Included
- Electric and Gas Module	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included
- Sanitation Module	Included	Included
- Parks, Recreation and Forestry Module	Included	Included
- Fleet Module	Included	Included
- Other Module	Included	Included
Asset Essentials Enterprise	19,178.41 USD	19,178.41 USD
- Asset Essentials Inventory	Included	Included
Total:	21,416.75 USD	21,416.75 USD



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.
- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.



- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- Billing frequency: Annual
- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time



(measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-419400 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-419400

September 09, 2024, 8:13:34 AM

Accepted by:

Printed Name

Signed Name

Title

Date



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Variance to Section 23-22(5)(a) of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions (Case No. P-20-029)

Meeting Date: October 3, 2024

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner

SUMMARY STATEMENT:

The subject property is a 6.641-acre lot generally located west of Burleson Street, south of Legrand Street and north of Autumn Rain Drive and addressed as 1733 Burleson Street. The subject property as well as the two adjacent lots to the west addressed as 1727 Burleson Street and 1729 Burleson Street, do not have immediate and direct access to a public right-of-way (Burleson Street) or a private road. The subject property and two adjacent properties gain access via an existing recorded access easement that has been in place since before the properties were annexed into the City in 2009. The property owners, Garrett Salmans and Ronda Kilburn, wish to develop the vacant property with a single-family home, however the subject property is currently unplatted. The City of Brenham requires that any new development be constructed on a recorded platted lot. For approval, plats must be in accordance with the City's subdivision and zoning regulations. However, the proposed lot (Exhibit "C") is not in compliance with the City's subdivision ordinance, specifically Chapter 23-22(5)(a) which requires that lots be provided with adequate access to an existing or proposed public street by frontage on such street.

The subject property, in its existing and proposed configuration, does not meet the minimum access requirements, with the only access being provided through an access easement along the northern property line that is approximately 1,500 feet in length, 10-feet in width and made of gravel. The properties at 1727 and 1729 Burleson Street are developed with single-family homes but are considered to be legally nonconforming as they were developed before annexation in 2009. The Liberty Village Planned Development abuts the access easement to the north and the subject property is not located at the intersection of Burleson Street. As such, it is not feasible to require the standard 55-foot right-of-way dedication and road improvement to City standards along the subject property or to require the adjacent legally nonconforming lots to dedicate right-of-way and fund a roadway improvement. In addition, private roads are required to meet the same construction standards as public roads.

The variance request appears to be reasonable as it would not affect the general public, the non-conformance was not created by the applicant, and it could be a hardship to require a dedication of right-of-way and road improvement to City subdivision standards.

This item was considered at the regularly scheduled Planning and Zoning Commission meeting on Monday, September 23, 2024. The Planning and Zoning Commission recommended unanimously (6-0) for approval of the subdivision variance. If City Council approves the proposed variance, the applicant will be required to formally plat the property into the proposed lot configuration.

ATTACHMENTS:

1. Staff Report
2. Ordinance on its first reading - 1733 Burleson

RECOMMENDATION:

Approve an Ordinance on its first reading granting a variance to Section 23-22(5)(a) of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions (Case No. P-20-029).

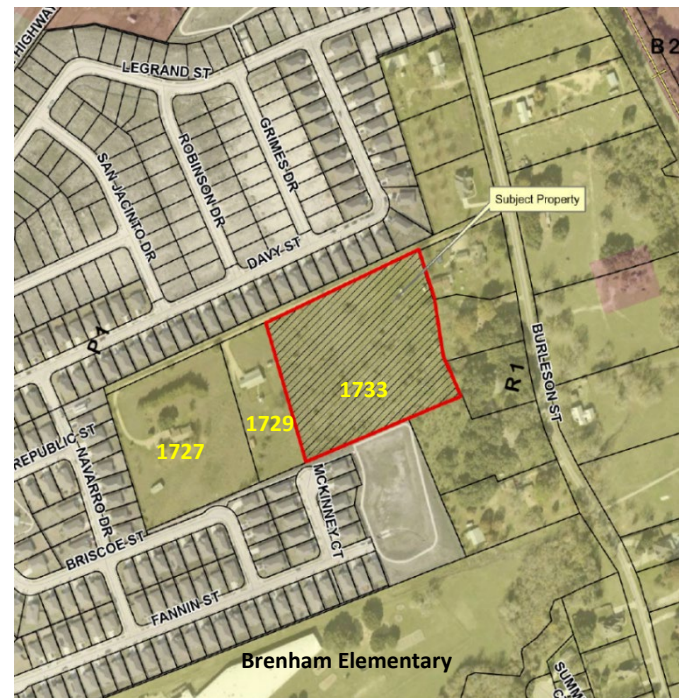
CASE P-24-034
Variance Request: Section 23-22(5) of Article III of the
Subdivision Ordinance – 1733 Burleson Street

STAFF CONTACT:	Shauna Laauwe, AICP, City Planner
OWNERS/APPLICANTS:	Garrett Salmans and Ronda Kilburn
ADDRESS/LOCATION:	1733 Burleson Street, Brenham, Texas 77833 (Exhibit “A”)
LEGAL DESCRIPTION:	6.641 acres of the A. Harrington Survey, A-31, in Washington County, Texas
LOT AREA:	Approximately 6.641 acres
ZONING DISTRICT/USE:	R-1, Single Family Residential District / Vacant (Exhibit “B”)
FUTURE LAND USE:	Single-Family Residential
REQUEST:	A request for a variance to Section 23-22(5)(a) of Article III of the Subdivision Ordinance to allow a subdivision of land with an access easement when public road frontage is required. (Exhibit “C”)

SUMMARY:

The subject property, a 6.641-acre tract located on the west side of Burleson Street, south of Legrand Street and north of Autumn Rain Drive and addressed as 1733 Burleson Street, is owned by Garrett Salmans and Ronda Kilburn. The subject property, as well as the two adjacent lots to the west addressed as 1727 Burleson Street and 1729 Burleson Street, do not have immediate and direct access to a public right-of-way (Burleson Street) or a private road. The subject property and the two adjacent properties have access to Burleson Street through an existing recorded access easement. The applicant has recently purchased the property and wishes to develop the 6.641-acre tract with a single-family home. However, the subject property is unplatted and the City of Brenham requires that any new development, to include single-family residential homes, be constructed on a recorded platted lot. Thus, before a home may be permitted for construction, the property is required to be

Figure 1



preliminary and final platted to include approval by the Planning and Zoning Commission and recordation with the Washington County Clerk. For approval, plats must be in accordance with the City's subdivision and zoning regulations. Due to the lot access being solely from an access easement, the proposed plat is not in compliance with the adopted Subdivision Ordinance, specifically Chapter 23-22(5)(a) Article III, which states:

(5) Lot facing:

- a. Street frontage. Each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street.*

Therefore, the applicant is requesting for a variance to remove the requirement to have property frontage on a public right-of-way.

The Planning and Zoning Commission is charged with making recommendations to City Council on variances to the Subdivision Ordinance as described in the following section of the Subdivision Ordinance:

Sec. 23-34. Variances

Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may upon recommendation by the planning commission, in specific cases, at a regular meeting of the city council and subject to appropriate conditions and safeguards, authorize, by ordinance, a variance to the subdivision regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship. A variance may only be granted by ordinance upon finding that such variance is in accord with the comprehensive plan of the City of Brenham and that the probable effect of such variance will not create adverse impacts in the vicinity. No written public notice shall be required prior to the granting of the variances provided for in this section, except as required by the Texas Open Meetings Law.

STAFF ANALYSIS AND RECOMMENDATION:

As outlined in the above-mentioned section, the Subdivision Ordinance requires all platted lots in the City and ETJ to have access to an existing or proposed public street. The City's adopted Subdivision Ordinance defines streets as a public right-of-way and right-of-way is defined as follows:

Right-of-way: A strip of land, either public or private, occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for land-platting purposes shall mean that every right-of-way hereafter established and shown on the final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels.

Staff finds that the Ordinance clearly states that all proposed independent lots be granted direct access to a public right-of-way. The property in its existing and proposed configuration does not meet the minimum access requirements with the only access being provided through an access easement. As shown in Figure 2, the existing access easement is approximately 1,500 feet in length, 10-feet in width and made of gravel. While the adjacent properties addressed as 1727 and 1729 Burleson Street utilize the existing access easement, and are developed with single-family homes, they are legally nonconforming as the properties were developed before annexation in 2009. The aerial photo shown in Figure 2 also illustrates that Liberty Village is in close proximity to the north and that the subject property is not located at the intersection of Burleson Street. The right-of-way requirement for local streets is 55-feet with 32-feet of curb-to-curb pavement. As such, it is not feasible to require right-of-way dedication

and road improvement to City standards along the subject property or to make the adjacent legally nonconforming lots to dedicate right-of-way and fund a roadway improvement. Private roads are required to meet the same construction standards as public roads, thus having the same hardships as a public right-of-way improvement.

Staff recognizes that the non-conformance was not created by the applicant and finds that at this time, it would be a hardship to require a dedication of right-of-way and road improvement to City subdivision standards. Granting the proposed variance would allow for the development of a single-family home. If the property were to be rezoned or divided into several residential lots at a future date, the dedication of a public right-of-way would be feasible.

Figure 2

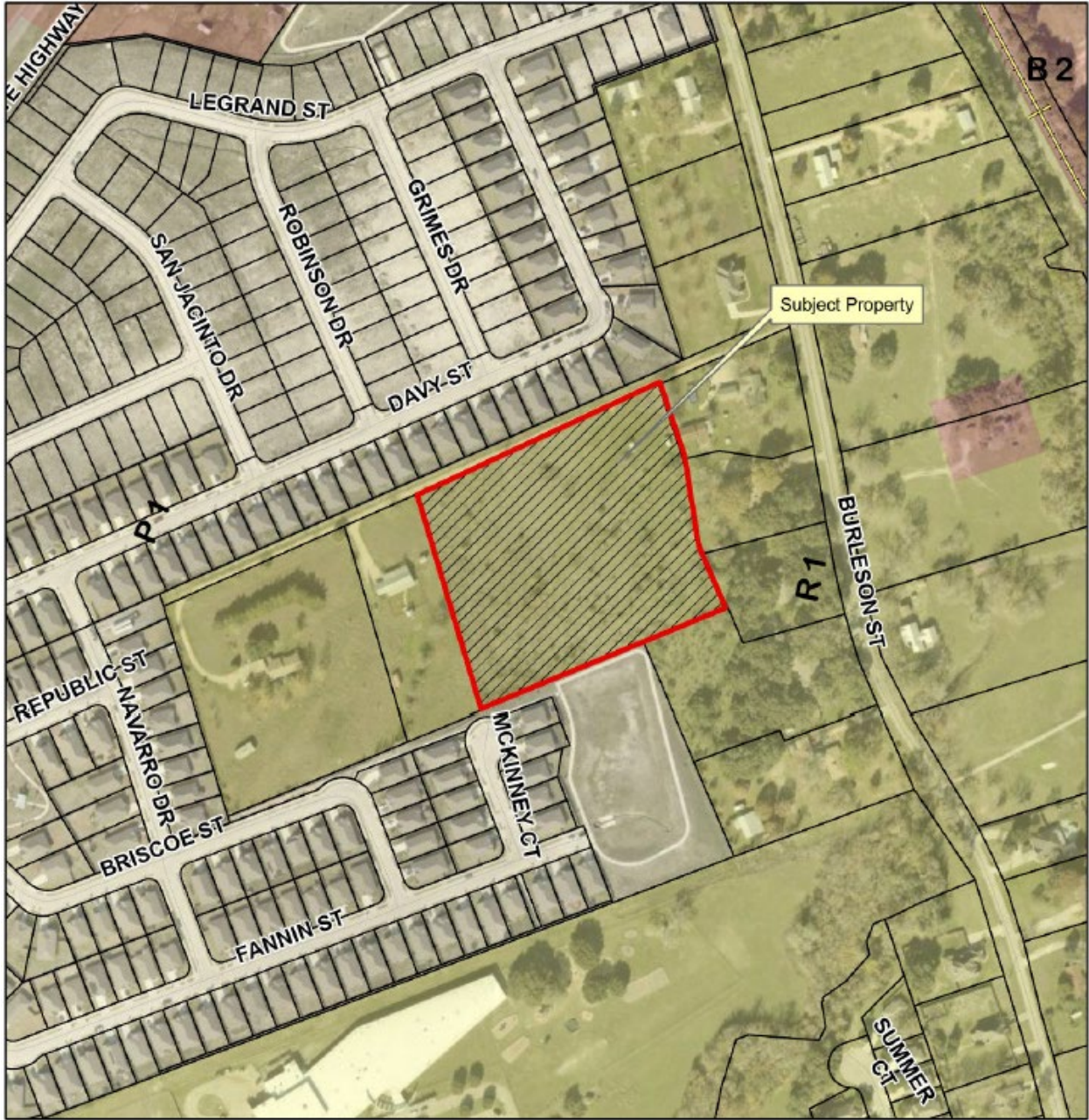


Based on these findings, Staff recommends **approval** of a Subdivision Variance to Section 23-22(5)(a) of Article III of the Subdivision Ordinance to allow a subdivision of land with an access easement when public road frontage is required.

EXHIBITS:

- A. Aerial Map
- B. Cover Letter to the Commission
- C. Draft of Proposed Preliminary Plat of Burnett Subdivision

EXHIBIT "A"
AERIAL MAP



- City Parcels
Railroad
- Zoning**
- B1 Local Business Mixed
 - B2 Commercial Research and Technology
 - P1 Planned Development
 - R1 Residential Single Family

Zoning Map
Subdivision Variance - Road Frontage
1733 Burleson Street



EXHIBIT "B"
COVER LETTER TO THE COMMISSION

I
August 26, 2024

To whom it may concern:

In March of 2024, my wife and I purchased the land located at 1733 Burleson Street after a yearlong search for the perfect property in Brenham TX to build our dream home. We are currently in the process of requesting building permits for that home and have been informed that we must plat the land, as required by city ordinance. Part of the platting process requires that we also request a variance for an existing private driveway. The private driveway serves as the only access point for our property and two other established homes constructed before the area was annexed. The private driveway is approximately 1450 feet long by 15 foot wide. This private driveway width cannot be increased due to its landlocked nature. The width restriction does not allow for this private driveway to meet the requirements of a private/public road. For that reason, we are requesting a variance for the driveway to be accepted as-is so that we may move forward with platting. Approval of the variance will allow the private driveway to be maintained in the historical character of the land and will not create additional traffic as it will continue to be private property.

We appreciate the committee's cooperation and guidance on this matter so that we may continue with the building process.

Respectfully,

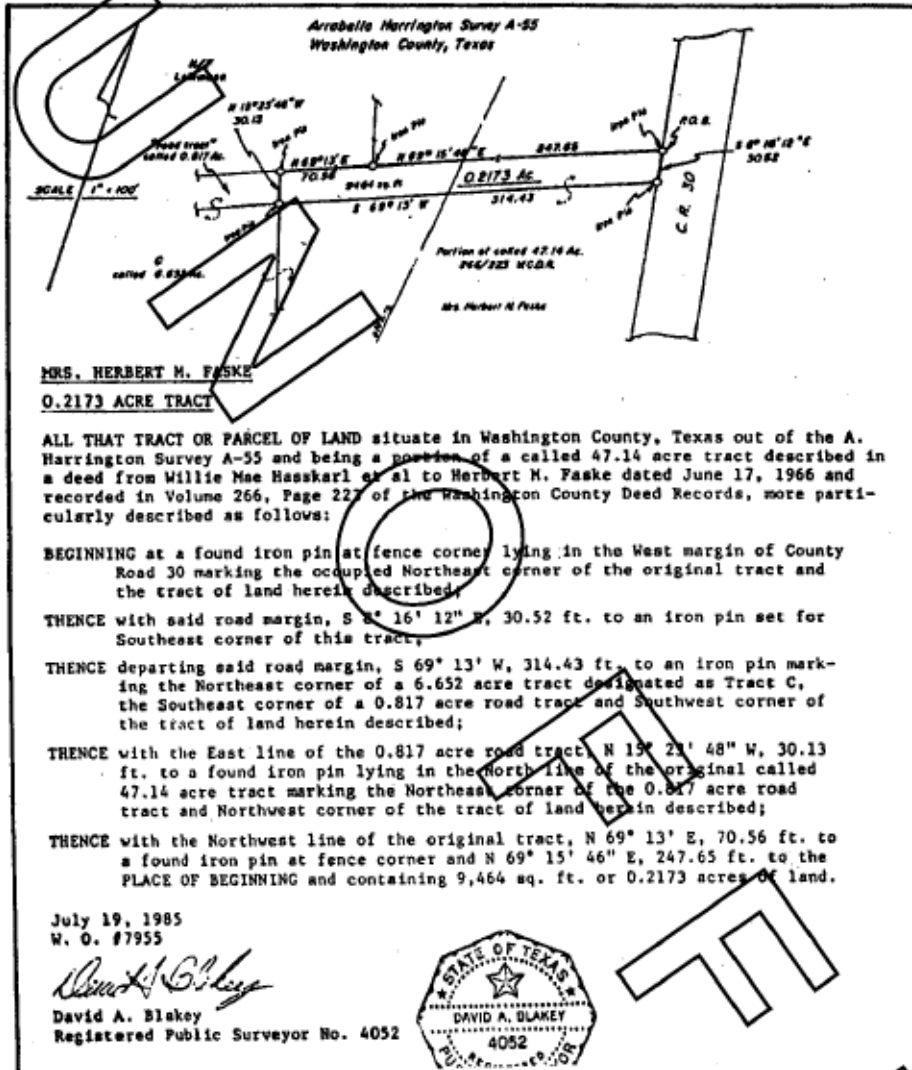
Garrett Salmans

EXHIBIT "C"
Recorded Access Easement

VOL. 1242 PAGE 634

Exhibit "A", continued:

TRACT THREE: Undivided Interest in the following:



Page 3 of 3

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS

2007 MAY -2 PM 12:51

BETH A. RUTHERMEL
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on
the date and at the time affixed hereon by me and
was duly RECORDED in the volume and page of the
OFFICIAL RECORDS of Washington County, Texas, as
stamped hereon by me on



MAY 03 2007
Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

EXHIBIT "D"

Site Pictures



Subject Property- 1733 Burleson Street



From edge of subject property looking
east towards Burleson Street.



Access easement with gravel roadway

ORDINANCE NO. O-24-__

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, GRANTING A VARIANCE TO SECTION 23-22(5)(a) OF THE CITY OF BRENHAM CODE OF ORDINANCES, CHAPTER 23, SUBDIVISIONS, ARTICLE III; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND MEETINGS

WHEREAS, the City of Brenham Code of Ordinances, Chapter 23, Subdivisions, provides for standards and regulations regarding subdivisions within the corporate boundaries and Extraterritorial Jurisdiction (ETJ) of the City of Brenham; and

WHEREAS, Chapter 23, Section 23-22(5)(a) states that all residential lots within the city and its extraterritorial jurisdiction shall be provided with adequate access to an existing or proposed public street by frontage on such street as follows:

Design principles for lots: All residential lots within the city and its extraterritorial jurisdiction shall conform to the general provisions provided below:

...

(5) Lot facing:

a. Street frontage: Each lot shall be provided with adequate access to an existing or proposed public street by frontage on such street; and

WHEREAS, in accordance with City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-34, as the legislative body of the City of Brenham, the City Council of the City of Brenham, Texas has the authority to grant variances from the terms of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions; and

WHEREAS, the owner of the property described as Tract 315 of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas, located at 1733 Burleson Street and further described Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, has requested a variance from City of Brenham Code of Ordinances, Chapter 23, Subdivisions, Section 23-22(5)(a); and

WHEREAS, the requested variance was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on September 23, 2024; and

WHEREAS, the property is in compliance with the City of Brenham Comprehensive Plan; and

WHEREAS, the City Council finds that by granting the variance, the spirit of the City of Brenham Code of Ordinances, Chapter 23, Subdivisions is observed; and

WHEREAS, the City Council further finds that granting the variance is not contrary to the public interest and is not likely to create adverse impacts in the vicinity;

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

- 1. Findings of Fact:** All of the herein above premises are hereby found to be true and correct findings of the City Council of the City of Brenham and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.
- 2. Variance Granted:** The City Council, for the property described as Tract 315 of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas located at 1733 Burlison Street, hereby grants the request for a variance from the provisions of the City of Brenham Code of Ordinances, Chapter 23, Section 23-22(5)(a) to allow a subdivision of land in the City of Brenham to have access only via the private easement recorded in Volume 1242, Page 634 of the Official Records of Washington County, Texas, as set forth in "Exhibit B" attached hereto and incorporated herein for all pertinent purposes, and without direct frontage onto a public street.
- 3. Conflict with Prior Ordinances:** In the case of a conflict between this Ordinance and any provision or clause of previous ordinances adopted by the City of Brenham, the provisions of this Ordinance shall prevail.
- 4. Severability:** Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.
- 5. Effective Date:** This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.
- 6. Proper Notice and Meeting:** It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public and that public notice of the time, place and purpose of said meetings was given as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the ____ day of October, 2024.

PASSED and APPROVED on its second reading this the ____ day of October, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Attachments:

1. Exhibit A
2. Exhibit B

EXHIBIT A



**Location Map
Subdivision Variance - Road Frontage
1733 Burleson Street**

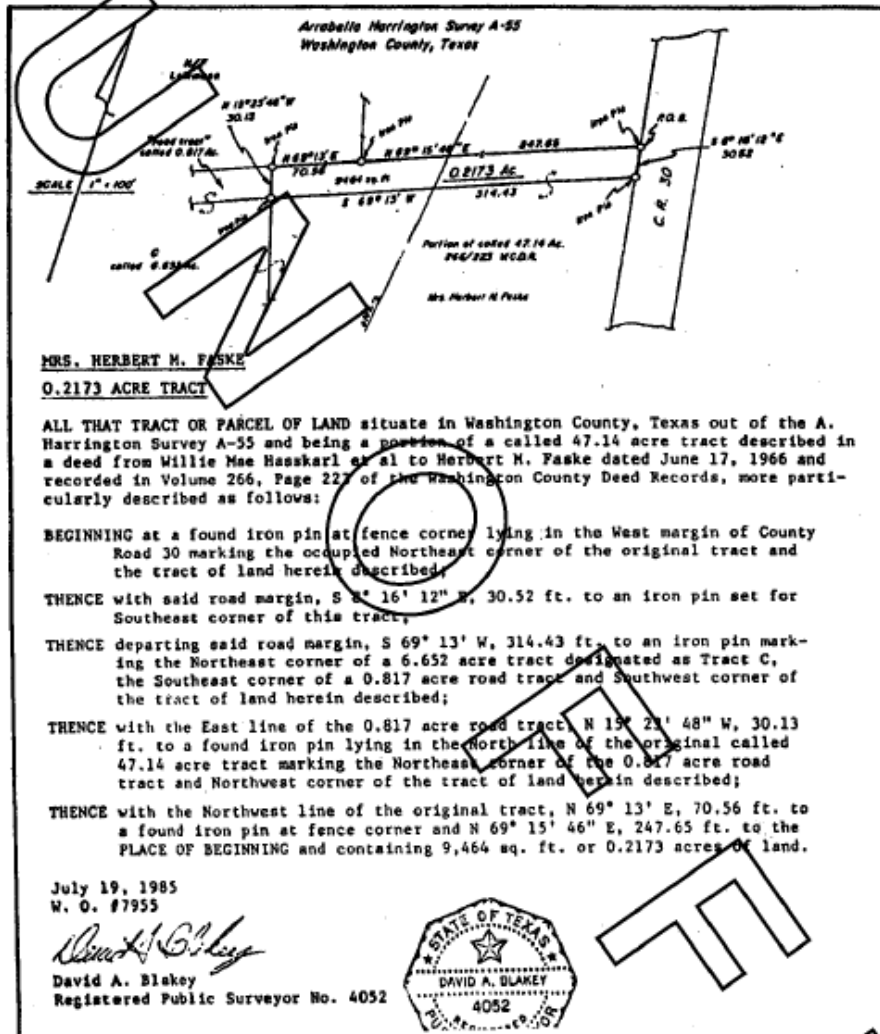


EXHIBIT B
PORTION OF RECORDED EASEMENT DEED

VOL. 1242 PAGE 634

Exhibit "A", continued:

TRACT THREE: Undivided Interest in the following:



Page 3 of 3

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS

2007 MAY -2 PM 12:51

BETH A. RUTHERMEL
WASHINGTON COUNTY CLERK

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



MAY 03 2007
Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Purchase of Two (2) Fire Trucks for the City of Brenham Fire Department through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. FS12-23 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Maintenance

Staff Contact: Stephen Draehn, Maintenance Supervisor

SUMMARY STATEMENT:

The Brenham Fire Department is seeking the Mayor and Council's approval to order one (1) Pierce Custom Enforcer Aerial, HD Ladder 100 Foot, Mid-Mount Fire Truck and one (1) Pierce Custom Enforcer Aerial, HD Ladder 75 Foot Fire Truck for use on day-to-day operations with the Fire Department. These two (2) ladders will be replacing the current Ladder 1 and Ladder 2, which will be twenty years old by the time delivery will be made on the new ladder trucks. The request for purchase is being made now due to estimated lead times of forty-two (42) to forty-three (43) months and a seven (7) percent price increase that will take place on November 1, 2024.

A Committee was set up comprised of Fire Personnel and Maintenance Staff to establish the specifications for both ladders that would be ordered. The Pierce Custom Enforcer Aerial, HD Ladder 100 Foot, Mid-Mount Fire Truck will be replacing Ladder 1 which is a 2007 Pierce rear mounted ladder truck. The proposed design is a mid-mount ladder truck with a basket for personnel. This type of design creates a shorter truck that has a lower overall height than a rear-mounted ladder truck. A mid-mount ladder truck also has a shorter retracted length, which makes it easier to maneuver in congested areas. The shorter length also allows the operator to place the ladder tip closer to the ground and mid-mounts are designed to maximize driver visibility, as the placement of the basket to the rear improves visibility through the windshield. The second truck requested is a Pierce Custom Enforcer Aerial, HD Ladder 75 Foot Fire Truck. This truck will be replacing Ladder 2, which is a 2007 Pierce rear mounted ladder truck. The proposed design for this truck is essentially the same as the current apparatus. This type of ladder truck is also known as a quint fire truck. A quint fire truck is a firefighting apparatus that combines the capabilities of a ladder truck and a fire engine. Quints can provide a single source for initial fire attack and ongoing aerial support. This type of truck can increase versatility, but it does not have a platform for personnel and the ladder is typically used as a climbing ladder. They are compact and also have excellent maneuverability that is very similar to a traditional engine.

Quotes were obtained for both ladder trucks through Siddons Martin Emergency Group, LLC on HGAC Contract FS12-23 (Fire). Siddons Martin Emergency Group is also providing a Multi Truck Discount in the amount of \$10,000.00 per Ladder Truck. The total unit price for one (1) Pierce Custom Enforcer Aerial, HD Ladder 100 Foot, Mid-Mount Fire Truck is \$2,332,091.70. If ordered after November 1, 2024, the price will increase by \$14,481.30 to \$2,346,753.00. The unit total for one (1) Pierce Custom Enforcer Aerial, HD Ladder 75 Foot Fire Truck is \$1,620,036.31. If ordered after November 1, 2024, the price will increase by \$10,148.69 to \$1,630,185.00. The total price for both ladder trucks if ordered

prior to November 1, 2024, is \$3,954,128.01. This price includes all discounts applied, HGAC contract fees, delivery to Brenham, and training on operation and use of both apparatuses.

ATTACHMENTS:

- | |
|--|
| <ol style="list-style-type: none">1. Siddons Martin (2) Fire Trucks Quote2. 100 Ft Ladder Fire Truck Aerial3. 75 Ft Ladder Fire Truck Aerial |
|--|

RECOMMENDATION:

Approve the purchase of two (2) fire trucks for the City of Brenham Fire Department from Siddons Martin Emergency Group, LLC in the amount of \$3,954,128.01 through Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program Contract No. FS12-23 and authorize the Mayor to execute any necessary documentation.
--

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

September 23, 2024

Brett Schroeder, Captain
BRENHAM FIRE DEPARTMENT
101 N CHAPPELL HILL ST
BRENHAM, TX 77833



Proposal For: Brenham 2024

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to BRENHAM FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB BRENHAM FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1194 - Pierce-Custom Enforcer Aerial, HD Ladder 100', Mid-Mount	
(Unit Price - \$2,356,573.00)	
Delivery within 42-43 months of order date	
QUOTE # - SMEG-0008291-4	
Vehicle Price	\$2,356,573.00
Multi Truck Discount	(\$10,000.00)
Discount if ordered prior to 11/01/2024	(\$14,481.30)
1194 - UNIT TOTAL	\$2,332,091.70
 Qty. 1 - 1200 - Pierce-Custom Enforcer Aerial, HD Ladder 75'	
(Unit Price - \$1,640,185.00)	
Delivery within 42-43 months of order date	
QUOTE # - SMEG-0008357-4	
Vehicle Price	\$1,640,185.00
Multi Truck Discount	(\$10,000.00)
Discount if ordered prior to 11/01/2024	(\$10,148.69)
1200 - UNIT TOTAL	\$1,620,036.31
 SUB TOTAL	 \$3,952,128.01
HGAC FS12-23 (FIRE)	\$2,000.00
TOTAL	\$3,954,128.01

Price guaranteed until 10/25/2024

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the

date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

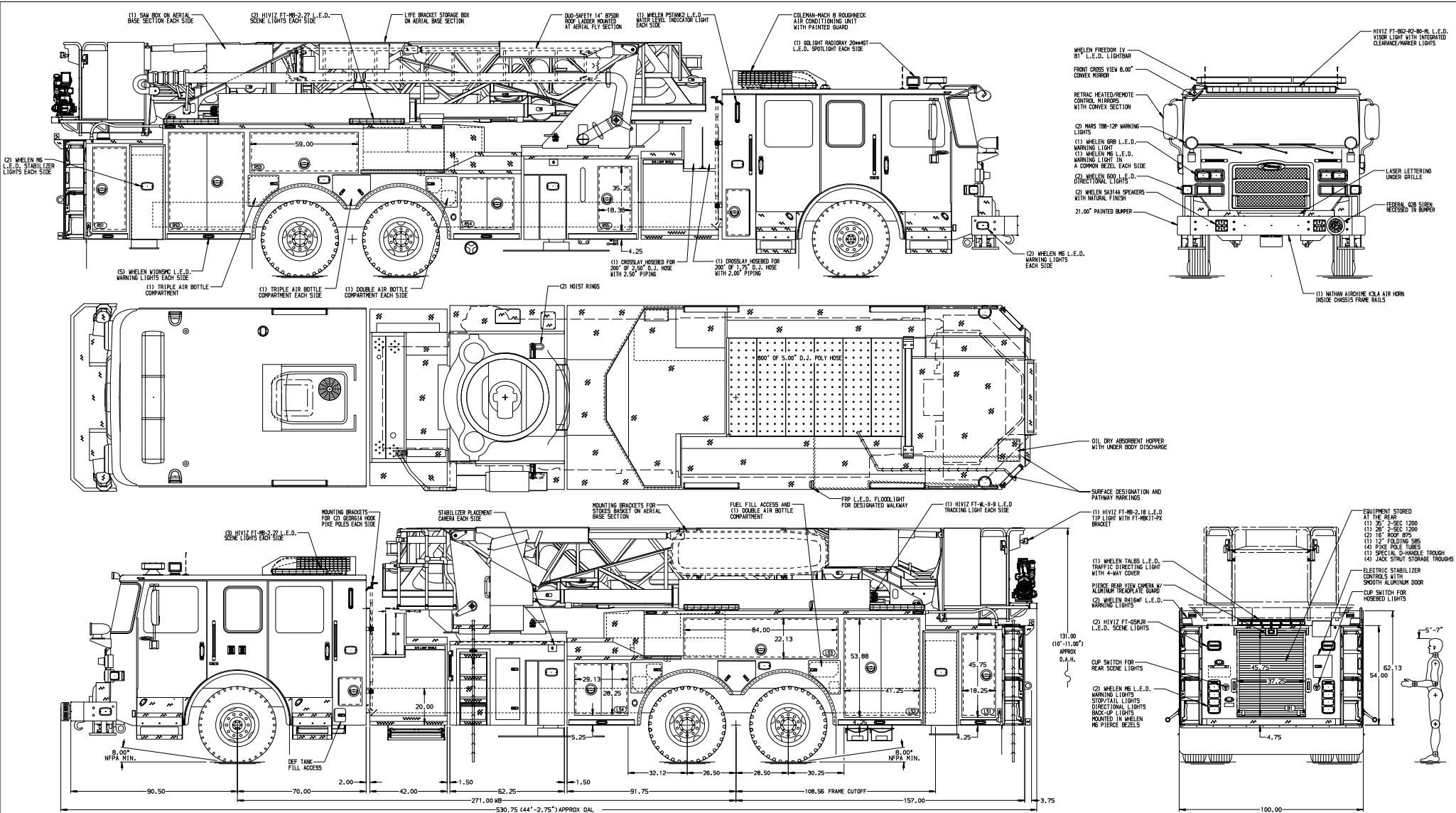
Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Chris Roth

I, _____, the authorized representative of BRENHAM FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

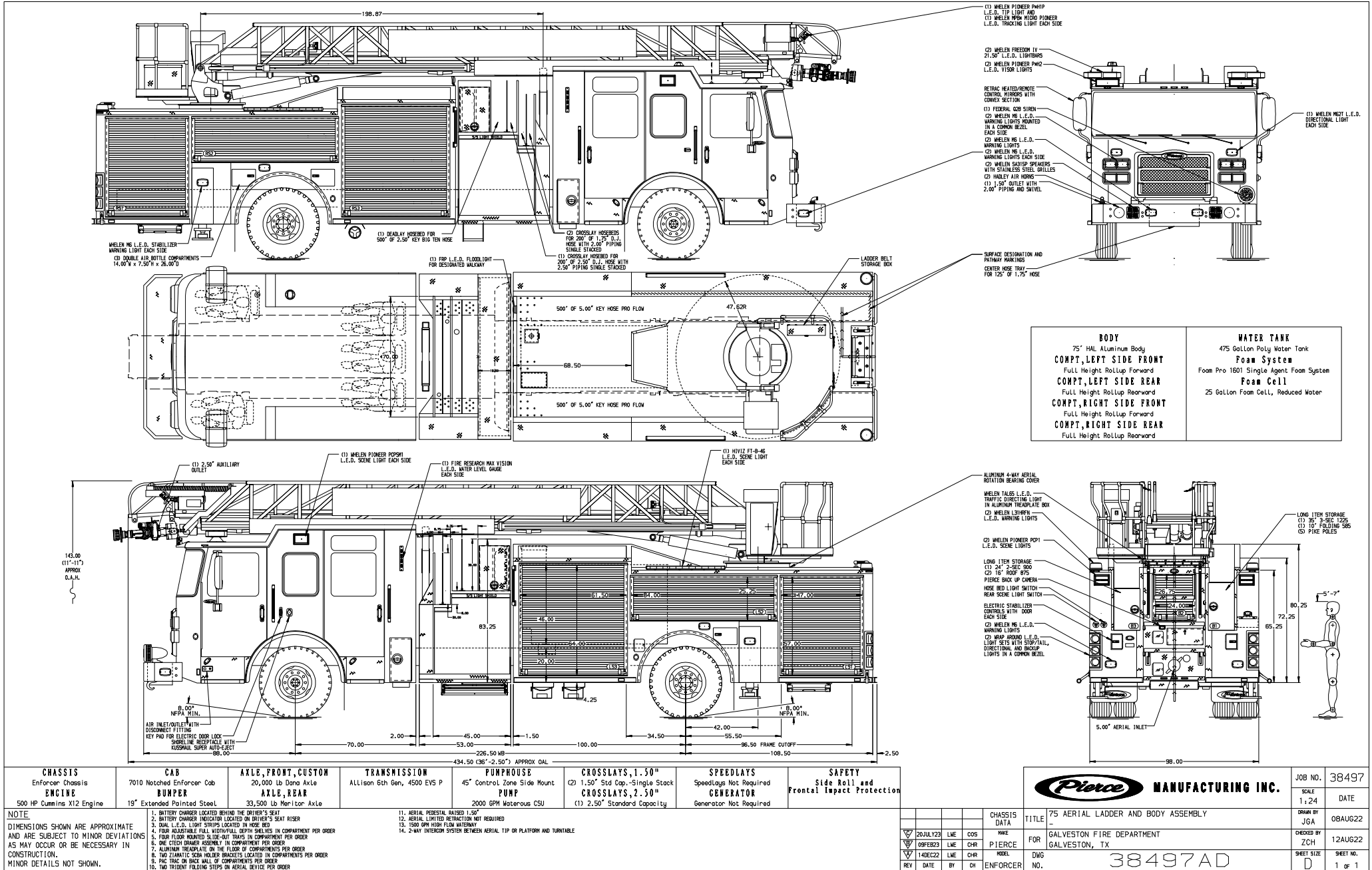


MANUFACTURING INC.

JOB NO.	38454
SCALE	1:24
DATE	18AUG23
DRAWN BY	ANZ
CHECKED BY	BYO
SHEET NO.	D
SHEET 1 OF 1	

100' ASCENDANT AERIAL TOWER AND BODY ASSEMBLY
300 GALLON WATER TANK
BEXAR COUNTY ESD #11
CONVERSE, TX

38454AD



CHASSIS Enforcer Chassis 500 HP Cummins X12 Engine	CAB 7010 Notched Enforcer Cab BUMPER 19" Extended Painted Steel	AXLE, FRONT, CUSTOM 20,000 Lb Dana Axle AXLE, REAR 33,500 Lb Maritor Axle	TRANSMISSION Allison 6th Gen, 4500 EVS P	PUMPHOUSE 45" Control Zone Side Mount PUMP 2000 GPM Waterous CSU	CROSSLAYS, 1.50" (1) 1.50" Std Cap.-Single Stack CROSSLAYS, 2.50" (1) 2.50" Standard Capacity	SPEEDLAYS Speedlays Not Required GENERATOR Generator Not Required	SAFETY Side Roll and Frontal Impact Protection
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- NOTE**
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.
1. BATTERY CHARGER LOCATED BEHIND THE DRIVER'S SEAT
 2. BATTERY CHARGER INDICATOR LOCATED ON DRIVER'S SEAT RISER
 3. DUAL L.E.D. LIGHT STRIPS LOCATED IN HOSE BED
 4. FOUR ADJUSTABLE FULL WIDTH/ROLL DEPTH SHAVES IN COMPARTMENT PER ORDER
 5. FOUR FLOOR MOUNTED SLIDE-OUT TRAYS IN COMPARTMENTS PER ORDER
 6. ONE CATCH DRAWER ASSEMBLY IN COMPARTMENT PER ORDER
 7. ALUMINUM TREADPLATE ON THE FLOOR OF COMPARTMENTS PER ORDER
 8. TWO ZIMMATIC SCBA HOLDER BRACKETS LOCATED IN COMPARTMENTS PER ORDER
 9. PVC TRAC ON BACK WALL OF COMPARTMENTS PER ORDER
 10. TWO TRIDENT FOLDING STEPS ON AERIAL DECK PER ORDER
 11. AERIAL PEDISTAL RAISED 1.50"
 12. AERIAL LIMIT TO RESTRICTION NOT REQUIRED
 13. 1500 GPM HIGH FLOW WATERWAY
 14. 2-WAY INTERCOM SYSTEM BETWEEN AERIAL TIP OR PLATFORM AND TURNABLE

MANUFACTURING INC.

JOB NO.	38497
SCALE	1:24
DATE	
DRAWN BY	JGA
CHECKED BY	ZCH
SHEET NO.	1 OF 1

CHASSIS DATA	TITLE
20JUL23 LME COS	75 AERIAL LADDER AND BODY ASSEMBLY
09FEB23 LME CHR	GALVESTON FIRE DEPARTMENT
14DEC22 LME CHR	GALVESTON, TX
REV DATE BY CH ENFORCER	DWG NO.

38497AD



City Council Regular Meeting **AGENDA ITEM 10**

Agenda Item: Discuss and Possibly Act Upon Bid No. 2022-03 Related to Drainage and Flood Projects through the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This is the long-awaited drainage project that will improve 7 different areas throughout Brenham. This grant is through the General Land Office (GLO) stemming from Hurricane Harvey in which Brenham had to compete with other cities throughout the region. The grant was awarded to the City with a value of \$5.01 million dollars to help areas that either flood, needs to be upsized or have caused erosion within drainage areas. From the \$5.01 million that was awarded, we were left with \$4,037,560 once engineering, grant management and environmental services were taken out.

The City of Brenham, Strand Associates and Public Management opened bids on August 14, 2024, and received 2 bidders. With so many projects on the initial grant and knowing that inflation would be higher since receiving the grant, but yet needing to meet the grant beneficiary guidelines, Strand Associates broke out the bid into a base bid and alternates. The total bid with all alternates came in at \$6,511,655 (lowest Bidder). The lowest base bid came in at \$5,225,100. Since we could not decrease the base bid projects which would affect the grant, we looked at how we could fund the difference along with adding one alternate to get the most for our residents and community. Funding outside of the grant will be explained in more detail in the following item.

With the base bid of \$5,225,100 (sites 2,3,4,5,6 and 8) and adding alternate #5 (site 10), we are recommending awarding this contract to the lowest bidder, Solid Bridge Construction LLC, in the amount of \$5,422,110. The bids were really close for a large bid. We have a very good history with Solid Bridge Construction LLC. They have done several projects for the City and are really easy to work with and always do great work.

The sites that we are recommending are Site 2 (Burleson Low Water Crossing), Site 3 (Jefferson St Drainage Improvements), Site 4 (Higgins Branch Creek at Henderson Park), Site 5 (Baylor St Drainage Improvements), Site 6 (E. Commerce/Dark St/Seelhorst/Clinton St Drainage Improvements) Site 8 (Higgins Branch-Key to Day) and Site 10 (Tom Dee St Drainage Improvements)

ATTACHMENTS:

1. Recommendation Letter and Bid Tabulation

RECOMMENDATION:

Approve the award of Bid No. 2022-03 related to drainage and flood projects to Solid Bridge Construction, LLC in the amount of \$5,422,110.00 through the Hurricane Harvey General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program and authorize the Mayor to execute any necessary documentation.



Strand Associates, Inc.[®]
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

September 24, 2024

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

Re: Hurricane Harvey GLO CDBG-MIT Drainage & Flood Hazards
GLO Contract No. 22-085-049-D302
Contract 2022-03
City of Brenham, Texas

Dear Mr. Rau:

Bids for the above-referenced project were opened on August 14, 2024. Two Bids were received with the resulting Bid tabulation enclosed.

Solid Bridge Construction, LLC of New Waverly, Texas, was the apparent low bidder at \$6,511,655 (Base Bid plus alternates). The Bid included a Bid Bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.[®] has previously worked with Solid Bridge Construction, LLC on projects for the City of Brenham, City of Somerville, and City of Rockdale. For those projects, the owners determined Solid Bridge Construction, LLC to be responsible.

If you determine that Solid Bridge Construction, LLC is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract for the Total Base Bids (Sites 2, 3, 4, 5, 6, and 8) plus Site 10 Bid Alternate No. 5 for a total award of \$5,422,110 in accordance with Article 15 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Kelly M. Hajek, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

KMH:mds\R\BREDocuments\Specifications\Archive\2024\Brenham, City of\3900.257.2022-03.MAB(16) Specification Letters(a) Resulting Bid Tabulation\092424.docx

Bids Received: 2 P.M.
August 14, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENHAM PROJECT NO.: 2022-03

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Bid Price (Base Bid Plus Alternates)	Site 2 (Base Bid) Computed Total Bid	Site 3 (Base Bid) Computed Total Bid	Site 4 (Base Bid) Computed Total Bid
Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358	Yes	Yes	\$6,511,655.00	\$1,282,420.00	\$1,380,575.00	\$372,880.00
Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	Yes	Yes	\$6,650,375.00	\$1,033,816.00	\$1,513,930.00	\$503,738.00

Bidder and Address	Site 5 (Base Bid) Computed Total Bid	Site 6 (Base Bid) Computed Total Bid	Site 8 (Base Bid) Computed Total Bid	Computed Total Base Bid (Sites 2, 3, 4, 5, 6, and 8)
Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358	\$562,190.00	\$1,300,785.00	\$326,250.00	\$5,225,100.00
Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	\$683,890.00	\$1,247,184.00	\$347,210.00	\$5,329,768.00

Bidder and Address	Site 1 Bid Alternate No. 1	Site 5 Bid Alternate No. 2	Site 7 Bid Alternate No. 3	Site 8 Bid Alternate No. 4	Site 10 Bid Alternate No. 5	Site 11 Bid Alternate No. 6
Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358	\$199,700.00	\$236,000.00	\$119,695.00	\$275,850.00	\$197,010.00	\$258,300.00
Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	\$208,680.00	\$312,142.00	\$142,990.00	\$198,925.00	\$225,840.00	\$232,030.00

Reviewed by: _____

Kelly M. Hajek



Kelly M. Hajek
 9.24.24

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENNHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

		Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358	Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807
No.	Description	Total Bid Price	Total Bid Price
Base Bid			
1.	SITE 2-BURLESON STREET AT LOW WATER CROSSING	\$ 1,282,420.00	\$ 1,033,816.00
2.	SITE 3-JEFFERSON STREET DRAINAGE IMPROVEMENTS	\$ 1,380,575.00	\$ 1,513,930.00
3.	SITE 4-HIGGINS BRANCH CREEK ALONG HENDERSON PARK TO FARM TO MARKET (FM) 577	\$ 372,880.00	\$ 503,738.00
4.	SITE 5-BAYLOR STREET DRAINAGE IMPROVEMENTS	\$ 582,190.00	\$ 683,890.00
5.	SITE 6-EAST COMMERCE STREET, CLINTON STREET, SEELHORST STREET, AND DARK STREET	\$ 1,300,785.00	\$ 1,247,184.00
6.	SITE 8-HOGG BRANCH CREEK TO KEY STREET TO SOUTH DAY STREET	\$ 326,250.00	\$ 347,210.00
Bid Alternates			
7.	ALTERNATE NO. 1-SITE 1-NORTH DIXIE STREET NEAR STATE HIGHWAY 36 NORTH	\$ 199,700.00	\$ 208,680.00
8.	ALTERNATE NO. 2-SITE 5-BAYLOR STREET DRAINAGE IMPROVEMENTS	\$ 236,000.00	\$ 312,142.00
9.	ALTERNATE NO. 3-SITE 7-HOGG BRANCH CREEK AT ALAMO STREET	\$ 119,695.00	\$ 142,990.00
10.	ALTERNATE NO. 4-SITE 8-HOGG BRANCH CREEK FROM JACKSON STREET TO KEY STREET	\$ 275,850.00	\$ 198,925.00
11.	ALTERNATE NO. 5-SITE 10-TOM DEE STREET DRAINAGE IMPROVEMENTS	\$ 197,010.00	\$ 225,840.00
12.	ALTERNATE NO. 6-SITE 11-SPINN STREET AT SOUTH DAY STREET	\$ 258,300.00	\$ 232,030.00
ENGINEER'S COMPUTED BASE BID TOTAL		\$ 6,511,655.00	\$ 6,650,375.00
CONTRACTOR'S COMPUTED BASE BID TOTAL		\$ 6,511,655.00	\$ 6,650,375.00

Reviewed by Marie Koehn

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.*
 TBPE No. F-8405
 TBPLS No. 10030000
 1906 Niebuhr Street
 Brenham, TX 77833

CITY OF BRENHAM
 BRENHAM, TEXAS
 HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
 GLO CONTRACT NO. 22-085-049-D302
 CITY OF BRENHAM PROJECT NO.: 2022-03

BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Lerry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 2-BURLESON STREET AT LOW WATER CROSSING							
1.	Mobilization		1 LS	\$ 100,000.00	\$ 100,000.00	\$ 118,000.00	\$ 118,000.00
2.	Remove the Existing Drainage Structures (Pipe, Concrete Slope Paving and Asphalt Pavement)		1 LS	\$ 75,000.00	\$ 75,000.00	\$ 18,000.00	\$ 18,000.00
3.	Prepare Creek Area (Tree and Debris Removal); Channel Shaping)		1 LS	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00
4.	Excavation	1,150	SY	\$ 22.00	\$ 25,300.00	\$ 24.00	\$ 27,600.00
5.	Embankment	440	SY	\$ 25.00	\$ 11,000.00	\$ 19.00	\$ 8,360.00
6.	Cement Stabilized Backfill	103	CY	\$ 110.00	\$ 11,330.00	\$ 190.00	\$ 19,570.00
7.	Drill Shaft (24-IN)	280	LF	\$ 400.00	\$ 112,000.00	\$ 240.00	\$ 67,200.00
8.	Class C Concrete (Abut)	60	CY	\$ 2,000.00	\$ 120,000.00	\$ 1,600.00	\$ 96,000.00
9.	Reinforced Concrete Slab (Slab Beam)	1,446	SF	\$ 60.00	\$ 86,760.00	\$ 31.00	\$ 44,826.00
10.	Approach Slab	70	CY	\$ 900.00	\$ 63,000.00	\$ 1,100.00	\$ 77,000.00
11.	Prestressed Concrete Slab Beam (4SB15)	358	LF	\$ 600.00	\$ 213,600.00	\$ 380.00	\$ 128,160.00
12.	Concrete Riprap (Class B) (5-IN)	44	CY	\$ 225.00	\$ 9,900.00	\$ 900.00	\$ 39,600.00
13.	Rail (TY C402)	140	LF	\$ 250.00	\$ 35,000.00	\$ 490.00	\$ 68,600.00
14.	Remove and Dispose of Existing 8-IN Sanitary Sewer Line	105	LF	\$ 100.00	\$ 10,500.00	\$ 46.00	\$ 4,830.00
15.	Remove and Dispose of Existing 4-IN Sanitary Sewer Service Line	40	LF	\$ 100.00	\$ 4,000.00	\$ 59.00	\$ 2,360.00
16.	Armor Joint (Sealed)	72	LF	\$ 100.00	\$ 7,200.00	\$ 160.00	\$ 11,520.00
17.	Raise Existing Manholes	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,100.00	\$ 4,200.00
18.	8-IN D-3034 SDR-26 PVC (Sanitary Sewer)	101	LF	\$ 100.00	\$ 10,100.00	\$ 110.00	\$ 11,110.00
19.	14-IN Welded Steel Casing W/ Casing Spacers	75	LF	\$ 350.00	\$ 26,250.00	\$ 190.00	\$ 14,250.00

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 2-BURLESON STREET AT LOW WATER CROSSING							
20.	Construct 24-IN by 24-IN Prestressed Concrete Piles at the Aerial Sewer Crossing.(Min. 20-FT Deep Each)	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 13,000.00	\$ 26,000.00
21.	Construct Concrete Sanitary Sewer Manhole.	2	EA	\$ 9,500.00	\$ 19,000.00	\$ 10,000.00	\$ 20,000.00
22.	Relocate Existing 4-IN Sanitary Sewer Service Line	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00
23.	Mill Beam Gd Fen Trans	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 5,200.00	\$ 10,400.00
24.	Mill W-Beam Gd Fen (Tim Post) (Round)	25	LF	\$ 300.00	\$ 7,500.00	\$ 220.00	\$ 5,500.00
25.	Downstream Anchor Terminal Section	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 5,200.00	\$ 10,400.00
26.	Crash Cushion-Low Maintenance-Narrow	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 7,400.00	\$ 14,800.00
27.	18-IN RCP (INCL Cement Stabilized Sand)	43	LF	\$ 135.00	\$ 5,805.00	\$ 150.00	\$ 6,450.00
28.	24-IN RCP (INCL Cement Stabilized Sand)	69	LF	\$ 155.00	\$ 10,695.00	\$ 160.00	\$ 11,040.00
29.	4:1 Safety End Treatment on 18-IN RCP	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 1,400.00	\$ 2,800.00
30.	4:1 Safety End Treatment on 24-IN RCP	4	EA	\$ 4,250.00	\$ 17,000.00	\$ 1,900.00	\$ 7,600.00
31.	New Water Gap	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 23,000.00	\$ 23,000.00
32.	Riprap (Stone Type R) (Dry) (24-IN)	4	CY	\$ 350.00	\$ 1,400.00	\$ 240.00	\$ 960.00
33.	Relocate Existing Fire Hydrant	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 3,600.00	\$ 3,600.00
34.	Asphalt Pavement Repair Within City Streets	400	SY	\$ 65.00	\$ 26,000.00	\$ 110.00	\$ 44,000.00
35.	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
36.	Barricades, Signs, and Traffic Handling	3	MO	\$ 8,500.00	\$ 25,500.00	\$ 7,400.00	\$ 22,200.00
37.	Concrete Slope Paving	88	SY	\$ 160.00	\$ 14,080.00	\$ 260.00	\$ 22,880.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 37					\$ 1,282,420.00		\$ 1,033,816.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 37					\$ 1,282,420.00		\$ 1,033,816.00

Reviewed by

Marie Koehn

Bids Received: 2 P.M., August 14, 2024

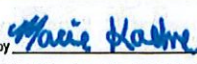
STRAND ASSOCIATES, INC.*
 TBPE No. F-8405
 TBPLS No. 10030000
 1906 Nebuhr Street
 Brenham, TX 77833

CITY OF BRENHAM
 BRENHAM, TEXAS
 HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
 GLO CONTRACT NO. 22-085-049-D302
 CITY OF BRENHAM PROJECT NO.: 2022-03
 BID TABULATION BREAKDOWN

Sold Bridge Construction
 3104 I-45 South
 New Waverly, TX 77358

Larry Young Paving, Inc.
 1852 Silver Hill Road
 Bryan, TX 77807

No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 3-JEFFERSON STREET DRAINAGE IMPROVEMENTS							
1.	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 76,000.00	\$ 76,000.00
2.	Remove and Dispose of the Existing Curb Inlet	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 1,300.00	\$ 3,900.00
3.	Remove and Dispose of the Existing Junction Box	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 1,300.00	\$ 2,600.00
4.	Remove and Dispose of the Existing Storm Sewer Pipe	210	LF	\$ 60.00	\$ 12,600.00	\$ 46.00	\$ 9,660.00
5.	Asphalt Pavement Repair within City Streets	1,750	SY	\$ 58.00	\$ 101,500.00	\$ 81.00	\$ 141,750.00
6.	Adjust Existing Water Main	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00
7.	Adjust 4-IN Sanitary Sewer Service Line	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
8.	Concrete Curb and Gutter	1,425	LF	\$ 60.00	\$ 85,500.00	\$ 40.00	\$ 57,000.00
9.	18-IN Reinforced Concrete Pipe (RCP) (INCL Cement Stabilized Sand)	83	LF	\$ 100.00	\$ 8,300.00	\$ 230.00	\$ 19,090.00
10.	24-IN RCP (INCL Cement Stabilized Sand)	28	LF	\$ 160.00	\$ 4,480.00	\$ 200.00	\$ 5,600.00
11.	36-IN RCP (INCL Cement Stabilized Sand)	634	LF	\$ 255.00	\$ 161,670.00	\$ 380.00	\$ 240,920.00
12.	42-IN RCP (INCL Cement Stabilized Sand)	935	LF	\$ 400.00	\$ 374,000.00	\$ 480.00	\$ 448,800.00
13.	42-IN RCP Arch Pipe	38	LF	\$ 800.00	\$ 30,400.00	\$ 620.00	\$ 23,560.00
14.	48-IN RCP (INCL Cement Stabilized Sand)	485	LF	\$ 425.00	\$ 206,125.00	\$ 470.00	\$ 227,950.00
15.	Recessed Curb Inlet (5-FT Wide with Single 5-FT Extension)	3	EA	\$ 10,000.00	\$ 30,000.00	\$ 11,000.00	\$ 33,000.00
16.	Recessed Curb Inlet (5-FT Wide W/ Double 5-FT Extension)	7	EA	\$ 11,500.00	\$ 80,500.00	\$ 12,000.00	\$ 84,000.00
17.	Recessed Curb Inlet (10-FT Wide W/ Double 5-FT Extension)	3	EA	\$ 11,000.00	\$ 33,000.00	\$ 14,000.00	\$ 42,000.00
18.	Reinforced Concrete Junction Box	3	EA	\$ 18,500.00	\$ 55,500.00	\$ 14,000.00	\$ 42,000.00
19.	Reinforced Concrete Junction Box On Existing 15-IN RCP	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
20.	Tie 36-IN RCP into Existing 6-FT by 5-FT Junction Box	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 6,100.00	\$ 6,100.00
21.	Barricades, Signs, and Traffic Handling	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 13,000.00	\$ 13,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 21					\$ 1,380,575.00		\$ 1,513,930.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 21					\$ 1,380,575.00		\$ 1,513,930.00

Reviewed by 

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENNHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 4-HIGGINS BRANCH CREEK ALONG HENDERSON PARK TO FARM TO MARKET (FM) 577							
1.	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 46,000.00	\$ 46,000.00
2.	Remove and Dispose of the Concrete Slope Paving and Debris	800	SY	\$ 55.00	\$ 44,000.00	\$ 36.00	\$ 28,800.00
3.	Remove and Dispose of Existing Corrugated Metal Pipe (CMP)	23	LF	\$ 80.00	\$ 1,840.00	\$ 46.00	\$ 1,058.00
4.	18-IN CMP	34	LF	\$ 110.00	\$ 3,740.00	\$ 190.00	\$ 6,460.00
5.	36-IN CMP	26	LF	\$ 200.00	\$ 5,200.00	\$ 260.00	\$ 6,760.00
6.	Safety End Treatment (SET)	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 3,800.00	\$ 11,400.00
7.	Reinforced Concrete Junction Box	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 6,600.00	\$ 13,200.00
8.	Desilting	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00	\$ 150,000.00
9.	Concrete Slope Paving (5-IN Thick)	390	SY	\$ 150.00	\$ 58,500.00	\$ 140.00	\$ 54,600.00
10.	Riprap (Stone Type R) (Dry) (24-IN)	670	CY	\$ 210.00	\$ 140,700.00	\$ 240.00	\$ 160,800.00
11.	Debris Removal, Vegetation Removal, Embankment Protection, and Earthen Restoration	685	LF	\$ 40.00	\$ 27,400.00	\$ 36.00	\$ 24,660.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 372,880.00		\$ 503,738.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 372,880.00		\$ 503,738.00

Reviewed by *Marie Koelme*

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
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BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 5-BAYLOR STREET DRAINAGE IMPROVEMENTS							
1.	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 64,000.00	\$ 64,000.00
2.	Remove and Dispose of the Existing Junction Box.	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 1,300.00	\$ 1,300.00
3.	Remove and Dispose of the Existing Storm Sewer Pipe	40	LF	\$ 50.00	\$ 2,000.00	\$ 46.00	\$ 1,840.00
4.	Remove and Dispose of the Existing Pavement	30	SY	\$ 75.00	\$ 2,250.00	\$ 51.00	\$ 1,530.00
5.	Asphalt Pavement Repair within City Streets	20	SY	\$ 100.00	\$ 2,000.00	\$ 460.00	\$ 9,200.00
6.	Concrete Curb and Gutter	465	LF	\$ 45.00	\$ 20,925.00	\$ 66.00	\$ 30,690.00
7.	Concrete Sidewalk	5,250	SY	\$ 58.00	\$ 304,500.00	\$ 61.00	\$ 320,250.00
8.	18-IN RCP (INCL Cement Stabilized Sand)	36	LF	\$ 150.00	\$ 5,400.00	\$ 190.00	\$ 6,840.00
9.	24-IN RCP (INCL Cement Stabilized Sand)	309	LF	\$ 185.00	\$ 57,165.00	\$ 280.00	\$ 86,520.00
10.	36-IN RCP (INCL Cement Stabilized Sand)	177	LF	\$ 250.00	\$ 44,250.00	\$ 360.00	\$ 63,720.00
11.	5-FT by 3-FT Curb Inlet (INCL Rear Facing Throat)	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 11,000.00	\$ 11,000.00
12.	Recessed Curb Inlet (5-FT-Wide W/ Single 5-FT Extension)	1	EA	\$ 8,200.00	\$ 8,200.00	\$ 9,100.00	\$ 9,100.00
13.	Recessed Curb Inlet (5-FT-Wide W/ Double 5-FT Extension)	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 12,000.00	\$ 24,000.00
14.	Recessed Curb Inlet (8-FT-Wide W/ Single 5-FT Extension)	1	EA	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
15.	Reinforced Concrete Junction Box	2	EA	\$ 9,500.00	\$ 19,000.00	\$ 9,600.00	\$ 19,200.00
16.	Relocate Utility Pole	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,400.00	\$ 4,400.00
17.	Relocate Fire Hydrant.	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,600.00	\$ 3,600.00
18.	Barricades, Signs, and Traffic Handling	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 6,700.00	\$ 6,700.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 18					\$ 562,190.00		\$ 683,890.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 18					\$ 562,190.00		\$ 683,890.00

Reviewed by

Marie Kuehn

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENNHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

Solid Bridge Construction
3104 I-45 South
New Waverly, TX 77358

Larry Young Paving, Inc.
1852 Silver Hill Road
Bryan, TX 77807

No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 6-EAST COMMERCE STREET, CLINTON STREET, SEELHORST STREET, AND DARK STREET							
1.	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 79,000.00	\$ 79,000.00
2.	Remove and Dispose of the Existing Curb Inlet	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 1,300.00	\$ 2,600.00
3.	Remove and Dispose of the Existing Grate Inlet	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 1,300.00	\$ 3,900.00
4.	Remove and Dispose of the Existing Storm Sewer Pipe	1,194	LF	\$ 65.00	\$ 77,610.00	\$ 46.00	\$ 54,924.00
5.	Remove and Dispose of Existing Concrete Sidewalk and Driveway	100	SY	\$ 50.00	\$ 5,000.00	\$ 33.00	\$ 3,300.00
6.	Asphalt Pavement Repair within City Streets	980	SY	\$ 100.00	\$ 98,000.00	\$ 79.00	\$ 77,420.00
7.	Concrete Curb and Gutter	675	LF	\$ 75.00	\$ 50,625.00	\$ 50.00	\$ 33,750.00
8.	18-IN RCP (INCL Cement Stabilized Sand)	42	LF	\$ 175.00	\$ 7,350.00	\$ 150.00	\$ 6,300.00
9.	24-IN RCP (INCL Cement Stabilized Sand)	140	LF	\$ 210.00	\$ 29,400.00	\$ 290.00	\$ 40,600.00
10.	36-IN Polyvinyl Chloride Pipe (PVC)	83	LF	\$ 850.00	\$ 70,550.00	\$ 650.00	\$ 53,950.00
11.	42-IN Casing (by Jack, Bore, or Tunnel)(Railroad Crossing)	83	LF	\$ 1,000.00	\$ 83,000.00	\$ 1,700.00	\$ 141,100.00
12.	36-IN RCP (INCL Cement Stabilized Sand)	1,340	LF	\$ 310.00	\$ 415,400.00	\$ 360.00	\$ 482,400.00
13.	Recessed Curb Inlet (5-FT Wide)	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 12,000.00	\$ 12,000.00

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 6-EAST COMMERCE STREET, CLINTON STREET, SEELHORST STREET, AND DARK STREET							
14.	Recessed Curb Inlet (5-FT Wide W/ a Single 5-FT Extension)	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 9,100.00	\$ 9,100.00
15.	Recessed Curb Inlet (5-FT Wide W/ a Double 5-FT Extension)	5	EA	\$ 11,500.00	\$ 57,500.00	\$ 11,000.00	\$ 55,000.00
16.	Reinforced Concrete Throat Inlet	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
17.	Reinforced Concrete Junction Box	5	EA	\$ 9,500.00	\$ 47,500.00	\$ 9,700.00	\$ 48,500.00
18.	Construct 2-Sided Throat Inlet on Existing Area Inlet	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
19.	Concrete Sidewalk	30	SY	\$ 100.00	\$ 3,000.00	\$ 130.00	\$ 3,900.00
20.	Concrete Driveway	60	SY	\$ 100.00	\$ 6,000.00	\$ 140.00	\$ 8,400.00
21.	Riprap (Stone Type R) (Dry) (24-IN)	106	CY	\$ 225.00	\$ 23,850.00	\$ 240.00	\$ 25,440.00
22.	Safety End Treatment (36-IN RCP)	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00
23.	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00	\$ 11,000.00
24.	Barricades, Signs, and Traffic Handling	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 9,600.00	\$ 9,600.00
25.	Railroad Permit Coordination, Inspection, Flagger, Insurance, and Associated Fees	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 56,000.00	\$ 56,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 1,300,785.00		\$ 1,247,184.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 1,300,785.00		\$ 1,247,184.00

Reviewed by *Wanda Kachme*

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF BRENHAM

BRENHAM, TEXAS

HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS

GLO CONTRACT NO. 22-085-049-D302

CITY OF BRENHAM PROJECT NO.: 2022-03

BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
SITE 8-HOGG BRANCH CREEK TO KEY STREET TO SOUTH DAY STREET							
1.	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 76,000.00	\$ 76,000.00
2.	Remove and Dispose of the Concrete Slope Paving	550	SY	\$ 60.00	\$ 33,000.00	\$ 39.00	\$ 21,450.00
3.	Concrete Slope Paving (5-IN)	1,555	SY	\$ 150.00	\$ 233,250.00	\$ 160.00	\$ 248,800.00
4.	Sodding	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 960.00	\$ 960.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4					\$ 326,250.00		\$ 347,210.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4					\$ 326,250.00		\$ 347,210.00

Reviewed by

Mari Keelme

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 1-SITE 1-NORTH DIXIE STREET NEAR STATE HIGHWAY 36 NORTH							
1.	Mobilization	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 79,000.00	\$ 79,000.00
2.	Remove the Existing Drainage Structures (Pipe, Concrete Slope Paving and Asphalt Pavement)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 5,100.00	\$ 5,100.00
3.	8-FT by 3-FT Box Culvert	44	LF	\$ 1,500.00	\$ 66,000.00	\$ 950.00	\$ 41,800.00
4.	Concrete Headwalls	12	CY	\$ 3,850.00	\$ 46,200.00	\$ 1,800.00	\$ 21,600.00
5.	Concrete Slope Paving W/ Dissipation Blocks	4	SY	\$ 2,500.00	\$ 10,000.00	\$ 810.00	\$ 3,240.00
6.	Riprap (Stone Type R) (Dry) (18-IN)	1	CY	\$ 2,500.00	\$ 2,500.00	\$ 240.00	\$ 240.00
7.	Cement Stabilized Backfill	15	CY	\$ 200.00	\$ 3,000.00	\$ 260.00	\$ 3,900.00
8.	New Water Gap	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 23,000.00	\$ 23,000.00
9.	Asphalt Pavement Repair within City Streets	40	SY	\$ 150.00	\$ 6,000.00	\$ 400.00	\$ 16,000.00
10.	Erosion Control	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 3,700.00	\$ 3,700.00
11.	Barricades, Signs, and Traffic Handling	3	MO	\$ 6,500.00	\$ 19,500.00	\$ 3,700.00	\$ 11,100.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 199,700.00		\$ 208,680.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 199,700.00		\$ 208,680.00

Reviewed by

Marie Koehn

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 2-SITE 5-BAYLOR STREET DRAINAGE IMPROVEMENTS							
1.	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 73,000.00	\$ 73,000.00
2.	Remove and Dispose of the Existing Grate Inlet	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 1,300.00	\$ 2,600.00
3.	Remove and Dispose of the Existing Storm Sewer Pipe	92	LF	\$ 100.00	\$ 9,200.00	\$ 46.00	\$ 4,232.00
4.	18-IN RCP (INCL Cement Stabilized Sand)	39	LF	\$ 200.00	\$ 7,800.00	\$ 150.00	\$ 5,850.00
5.	24-IN RCP (INCL Cement Stabilized Sand)	46	LF	\$ 250.00	\$ 11,500.00	\$ 160.00	\$ 7,360.00
6.	24-IN Polyvinyl Chloride Pipe (PVC)	50	LF	\$ 650.00	\$ 32,500.00	\$ 480.00	\$ 24,000.00
7.	30-IN Casing (by Jack, Bore, or Tunnel)(Railroad Crossing)	50	LF	\$ 1,000.00	\$ 50,000.00	\$ 2,300.00	\$ 115,000.00
8.	Recessed Curb Inlet (5-FT Wide W/ Single 5-FT Extension)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 8,700.00	\$ 8,700.00
9.	Recessed Curb Inlet (5-FT Wide W/ Double 5-FT Extension)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00
10.	Relocate Utility Pole	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 4,400.00	\$ 4,400.00
11.	Railroad Permit Coordination, Inspection, Flagger, Insurance, and Associated Fees	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 56,000.00	\$ 56,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 236,000.00		\$ 312,142.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 11					\$ 236,000.00		\$ 312,142.00

Reviewed by

Marie Koehn

Bids Received: 2 P.M., August 14, 2024

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Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENNHAM PROJECT NO.: 2022-03

BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South Now Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 3-SITE 7-HOGG BRANCH CREEK AT ALAMO STREET							
1.	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 73,000.00	\$ 73,000.00
2.	Rock Filter Dam (Type 4)	15	LF	\$ 100.00	\$ 1,500.00	\$ 120.00	\$ 1,800.00
3.	Storm Drain Inlet Protection	40	LF	\$ 50.00	\$ 2,000.00	\$ 52.00	\$ 2,080.00
4.	Remove and Dispose of the Existing Pavement	62	SY	\$ 40.00	\$ 2,480.00	\$ 39.00	\$ 2,418.00
5.	Remove and Dispose of the Concrete Curb and Gutter	110	LF	\$ 40.00	\$ 4,400.00	\$ 22.00	\$ 2,420.00
6.	Remove and Dispose of the Existing Debris	30	CY	\$ 60.00	\$ 1,800.00	\$ 170.00	\$ 5,100.00
7.	Remove and Dispose of the Existing Concrete Flume	31	SY	\$ 60.00	\$ 1,860.00	\$ 39.00	\$ 1,209.00
8.	Embankment (Eroded/Undermined Areas)	50	SY	\$ 60.00	\$ 3,000.00	\$ 61.00	\$ 3,050.00
9.	Excavation (Channel)	30	SY	\$ 60.00	\$ 1,800.00	\$ 93.00	\$ 2,790.00
10.	Flexible Base (10-IN-Thick)	62	SY	\$ 60.00	\$ 3,720.00	\$ 99.00	\$ 6,138.00
11.	Hot Mix Asphalt Pavement (2-IN-Thick)	62	SY	\$ 80.00	\$ 4,960.00	\$ 120.00	\$ 7,440.00
12.	Concrete Curb and Gutter	110	LF	\$ 65.00	\$ 7,150.00	\$ 69.00	\$ 7,590.00
13.	Reinforced Concrete Apron (5-IN-Thick)	38	SY	\$ 125.00	\$ 4,750.00	\$ 130.00	\$ 4,940.00
14.	Reinforced Concrete Flume (5-IN-Thick)	33	SY	\$ 125.00	\$ 4,125.00	\$ 140.00	\$ 4,620.00
15.	Riprap (Stone Type R) (Dry) (12-IN)	50	CY	\$ 220.00	\$ 11,000.00	\$ 240.00	\$ 12,000.00
16.	Broadcast Seeding	70	SY	\$ 20.00	\$ 1,400.00	\$ 12.00	\$ 840.00
17.	Soil Retention Blankets	70	SY	\$ 25.00	\$ 1,750.00	\$ 4.50	\$ 315.00
18.	Block Sodding	20	SY	\$ 25.00	\$ 500.00	\$ 77.00	\$ 1,540.00
19.	Barricades, Signs, and Traffic Handling	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 3,700.00	\$ 3,700.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 19					\$ 119,695.00		\$ 142,990.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 19					\$ 110,695.00		\$ 142,990.00

Reviewed by

Marie Kodme

Bids Received: 2 P.M., August 14, 2024

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

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1906 Niebuhr Street

Brenham, TX 77833

CITY OF BRENHAM

BRENHAM, TEXAS

HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS

GLO CONTRACT NO. 22-085-049-D302

CITY OF BRENHAM PROJECT NO.: 2022-03

BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 4--SITE 8--HOGG BRANCH CREEK FROM JACKSON STREET TO KEY STREET							
1.	Remove and Dispose of the Concrete Slope Paving	525	SY	\$ 65.00	\$ 34,125.00	\$ 51.00	\$ 26,775.00
2.	Concrete Slope Paving (5-IN)	1,495	SY	\$ 155.00	\$ 231,725.00	\$ 110.00	\$ 164,450.00
3.	Sodding	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,700.00	\$ 7,700.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 3					\$ 275,850.00		\$ 198,925.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 3					\$ 275,850.00		\$ 198,925.00

Reviewed by Marie Koehn

Bids Received: 2 P.M., August 14, 2024

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CITY OF BRENHAM
BRENHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

Solid Bridge Construction
3104 I-45 South
New Waverly, TX 77358

Larry Young Paving, Inc.
1852 Silver Hill Road
Bryan, TX 77807

No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 5-SITE 10-TOM DEE STREET DRAINAGE IMPROVEMENTS							
1.	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 76,000.00	\$ 76,000.00
2.	Make Tie-In To Existing Storm Sewer	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,200.00	\$ 3,200.00
3.	Asphalt Pavement Repair within City Streets	220	SY	\$ 88.00	\$ 19,360.00	\$ 98.00	\$ 21,560.00
4.	18-IN RCP (INCL Cement Stabilized Sand)	30	LF	\$ 180.00	\$ 5,400.00	\$ 250.00	\$ 7,500.00
5.	24-IN RCP (INCL Cement Stabilized Sand)	301	LF	\$ 250.00	\$ 75,250.00	\$ 180.00	\$ 54,180.00
6.	Reinforced Concrete Junction Box	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 9,400.00	\$ 9,400.00
7.	Recessed Curb Inlet (5-FT Wide W/ Single 5-FT Extension)	4	EA	\$ 9,500.00	\$ 38,000.00	\$ 9,900.00	\$ 39,600.00
8.	Concrete Driveway Pavement Repair	50	SY	\$ 120.00	\$ 6,000.00	\$ 160.00	\$ 8,000.00
9.	Block Sodding	100	SY	\$ 20.00	\$ 2,000.00	\$ 12.00	\$ 1,200.00
10.	Barricades, Signs, and Traffic Handling	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 5,200.00	\$ 5,200.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 10					\$ 197,010.00		\$ 225,840.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 10					\$ 197,010.00		\$ 225,840.00

Reviewed by *Maria Koehn*

Bids Received: 2 P.M., August 14, 2024

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BRENNHAM, TEXAS
HURRICANE HARVEY GLO CDBG-MIT DRAINAGE & FLOOD HAZARDS
GLO CONTRACT NO. 22-085-049-D302
CITY OF BRENNHAM PROJECT NO.: 2022-03
BID TABULATION BREAKDOWN

				Solid Bridge Construction 3104 I-45 South New Waverly, TX 77358		Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE NO. 6-SITE 11-SPINN STREET AT SOUTH DAY STREET							
1.	Mobilization	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 60,000.00	\$ 60,000.00
2.	Remove and Dispose of the Concrete Slope Paving	365	SY	\$ 60.00	\$ 21,900.00	\$ 31.00	\$ 11,315.00
3.	8-FT by 2-FT Box Culvert	128	LF	\$ 1,250.00	\$ 160,000.00	\$ 990.00	\$ 126,720.00
4.	Modify Existing Inlet	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 4,300.00	\$ 4,300.00
5.	Recessed Curb Inlet (10-FT Wide with a Double 5-FT Extension)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00
6.	Backfill	365	SY	\$ 60.00	\$ 21,900.00	\$ 23.00	\$ 8,395.00
7.	Seeding	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 3,700.00	\$ 3,700.00
8.	Barricades, Signs, and Traffic Handling	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 2,600.00	\$ 2,600.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 8					\$ 258,300.00		\$ 232,030.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 8					\$ 258,300.00		\$ 232,030.00

Reviewed by Marie Koehn



City Council Regular Meeting **AGENDA ITEM 11**

Agenda Item: Discuss and Possibly Act Upon Resolution R-24-014 Expressing Official Intent to Reimburse Certain Costs Related to the Purchase of Fire Trucks for the Brenham Fire Department

Meeting Date: October 3, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The purchase of two (2) fire trucks was included in the 5-year Capital Plan presented to Council in May 2024. These purchases are to be funded by future issuance of Certificates of Obligation. To allow the City to move forward with the purchases before a November 2024 price increase goes into effect, a Reimbursement Resolution is needed. This agenda item allows Council the ability to reimburse certain costs related to the purchases of two (2) fire trucks from the future issuance of Certificates of Obligation.

ATTACHMENTS:

1. R-24-014 - Reimbursement for Fire Truck

RECOMMENDATION:

Approve Resolution No. R-24-014 expressing official intent to reimburse certain costs related to the purchase of fire trucks for the Brenham Fire Department.

RESOLUTION NO. R-24-014

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN COSTS RELATED TO THE PURCHASE OF FIRE TRUCKS FOR THE BRENHAM FIRE DEPARTMENT

WHEREAS, the City of Brenham, Texas (the "City") is a political subdivision of the State of Texas; and

WHEREAS, the City expects to pay, or have paid on its behalf, expenditures in connection with the projects on Exhibit "A" hereto (the "Projects") prior to the issuance of obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects; and

WHEREAS, Section 1.150-2(d)(2) of the Treasury Regulations sets forth limitations regarding the timing of reimbursements made from the proceeds of certain obligations;

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

Section 1: The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is sixty (60) days prior to the date hereof and that are to be paid in connection with the Projects from the proceeds of obligations be issued subsequent to the date hereof.

Section 2: The City reasonably expects that the maximum principal amount of Obligations issued to reimburse the City for the costs associated with the Projects will be \$4,000,000.00. Such Obligations may be issued in one (1) or more series.

Section 3: Unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than eighteen (18) months after the later of (1) the date the original expenditure is paid; or (2) the date on which the Project to which the expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

Section 4: This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

Project Description

The acquisition and equipping of two (2) fire trucks for the Brenham Fire Department and also including any legal, fiscal and other fees relating thereto.



City Council Regular Meeting
AGENDA ITEM 12

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-015 Expressing Official Intent to Reimburse Certain Costs Related to Drainage Projects

Meeting Date: October 3, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

The City will need to provide funds of up to \$1,520,000 related to Bid No. 2022-03 for drainage improvement projects. The remainder of the bid amount would be paid from a General Land Office Community Development Block Grant (Hurricane Harvey GLO CDBG-MIT program) that has been received. This agenda item allows Council the ability to reimburse certain costs related to the drainage projects from a possible FY26 issuance of Certificates of Obligation.

ATTACHMENTS:

1. R-24-015 - Reimbursement for Drainage Projects

RECOMMENDATION:

Approve Resolution No. R-24-015 expressing official intent to reimburse certain costs related to drainage projects.

RESOLUTION NO. R-24-015

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN COSTS RELATED TO DRAINAGE PROJECTS

WHEREAS, the City of Brenham, Texas (the "City") is a political subdivision of the State of Texas; and

WHEREAS, the City expects to pay, or have paid on its behalf, expenditures in connection with the projects on Exhibit "A" hereto (the "Projects") prior to the issuance of obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects; and

WHEREAS, Section 1.150-2(d)(2) of the Treasury Regulations sets forth limitations regarding the timing of reimbursements made from the proceeds of certain obligations;

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

Section 1: The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is sixty (60) days prior to the date hereof and that are to be paid in connection with the Projects from the proceeds of obligations be issued subsequent to the date hereof.

Section 2: The City reasonably expects that the maximum principal amount of Obligations issued to reimburse the City for the costs associated with the Projects will be \$1,520,000.00. Such Obligations may be issued in one (1) or more series.

Section 3: Unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than eighteen (18) months after the later of (1) the date the original expenditure is paid; or (2) the date on which the Project to which the expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

Section 4: This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

Project Description

The engineering, design, and construction of streets and drainage improvements; the acquisition of land for rights-of-ways in connection therewith; and also including any legal, fiscal, and other fees relating thereto.



City Council Regular Meeting
AGENDA ITEM 13

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-24-016 Approving an Interfund Loan From the Electric Fund to the Drainage Fund to Pay for Drainage Projects

Meeting Date: October 3, 2024

Department: Finance

Staff Contact: Julie Flagg, Chief Financial Officer

SUMMARY STATEMENT:

Due to the timing of the drainage project construction and the possible issuance of Certificates of Obligation, we are asking for the approval of an interfund loan from the Electric Fund to the Drainage Fund to cover the City portion of the drainage projects. The Electric Fund currently has sufficient reserves available for the interfund loan. This loan would be for a maximum of \$1,520,000.00 and would be interest free. The principal amount of the loan would be paid in full within thirty (30) days of the receipt of the bond proceeds.

ATTACHMENTS:

1. R-24-016 - Interfund Loan Agreement from Electric to Drainage

RECOMMENDATION:

Approve Resolution No. R-24-016 approving an interfund loan from the Electric Fund to the Drainage Fund for drainage projects.

RESOLUTION NO. R-24-016

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS APPROVING AN INTERFUND LOAN FROM THE ELECTRIC FUND TO THE DRAINAGE FUND TO PAY FOR DRAINAGE PROJECTS.

WHEREAS, On October 3, 2024, the City Council of the City of Brenham awarded a bid to Solid Bridge Construction for the construction of drainage improvement projects; and

WHEREAS, The City expects to pay expenditures in connection with said drainage improvement projects up to a maximum of \$1,520,000.00; and

WHEREAS, On October 3, 2024, the City Council of the City of Brenham approved a Reimbursement Resolution for a maximum of \$1,520,000.00 related to the expenditures associated with said drainage improvement projects; and

WHEREAS, The City Council of the City of Brenham desires to approve an interfund loan from the Electric Fund to the Drainage Fund to pay up to a maximum of \$1,520,000.00 for the expenditures associated with said drainage improvement projects;

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

Section 1: The City Council hereby approves the interfund loan from the Electric Fund to the Drainage Fund up to a maximum of \$1,520,000.00 for payment of expenditures related to the drainage improvement projects reference herein above, with the interfund loan to be repaid upon the terms set out in Exhibit A, attached hereto and incorporated herein for all pertinent purposes.

Section 2: The Mayor is hereby authorized to execute any and all documentation necessary to implement this Resolution.

Section 3: This Resolution shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 3rd day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

Loan Repayment Terms

The principal amount of the interfund loan from the Electric Fund to the Drainage Fund will be repaid within thirty (30) days of receipt of the proceeds from the FY26 drainage bond issuance. There will be no interest accrued or paid in relation to this interfund loan.



City Council Regular Meeting **AGENDA ITEM 14**

Agenda Item: Discuss and Possibly Act Upon the Purchase and Installation of a New Irrigation Pump Station at Hohlt Park through Buyboard Contract No. 705-23 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Parks

Staff Contact: Casey Redman, Parks Supervisor

SUMMARY STATEMENT:

Since 2002, Hohlt Park has relied on the irrigation pump station near the pond to supply the 11 soccer fields, 8 softball/baseball fields, and numerous trees and flowerbeds with adequate water to keep them alive and in good condition. The current pump station has worked tremendously well throughout the years, but recently, a lot of maintenance has gone into the station to keep it operable. In our last inspection with our vendor, there is indication that the pressure tank on the unit is degrading. We see the degradation on the fields in the form of rust particles inside the rotors, which in turn, cause problems for Parks staff in unclogging and/or replacing these rotors over and over throughout the summers. Our vendor also stated that he is starting to see these pressure tanks with this amount of age start to rupture. Once they rupture, there is no replacing the tank as it was hand-made into the unit 20+ years ago. Hohlt Park will be unable to water any fields, trees, or flowerbeds if this occurs. We have also recently replaced other expensive small items to keep the station operable, but ultimately, the unit needs to be replaced. With the age of the unit, parts are getting hard to obtain and some are even unavailable. In our last readings of the hour meters on the motors that turn the pumps, both had 25,000+ hours recorded.

The new prefabricated pump station that we are proposing is a tremendous upgrade in performance, energy savings, and ease of use. The variable speed vertical turbine pumps will fluctuate as water demands increase or decrease as the fields irrigate during their cycles instead of cutting on and off constantly. This new unit will also have a touchscreen display for programming and flow rate information, along with a cellular modem with SIM card for remote access or alarm notifications. The new unit will be a direct replacement of the old unit as both were built on a skid platform that can be craned out from the roof. Fortunately, years ago, we built a cover around the current pump station to buy us more years of service, so this new unit will be protected from the elements and should last numerous years.

Attached you will find the quote from Greenscapes six with all the information, a picture of the current pump station, and a picture of the new proposed pump station for your review.

ATTACHMENTS:

1. Greenscapes Six Quote for Irrigation Pump Station
2. Photo of Current Irrigation Pump Station
3. Photo of Proposed New Irrigation Pump Station

RECOMMENDATION:

Approve the purchase and installation of a new irrigation pump station at Hohlt Park from Greenscapes Six through Texas BuyBoard Contract No. 705-23 in the amount of \$141,536.50 and authorize the Mayor to execute any necessary documentation.



Greenscapes Six

13 Private Road 1160

Liberty, Texas 77575

Buyboard Vendor #4582

Proposal

Date:	9/19/2024
Proposal #	2024-091901
Customer #	2024-BREN
Contract #	705-23

Proposal For:

City of Brenham
Brenham, Texas

Contact:

Casey Redman
[979-451-1441](tel:979-451-1441)
Credman@cityofbrenham.org

City of Brenham Irrigation Pump Station

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	Irrigation Pump Station Control Panel				
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	UL Listed QCZJ packaged pre-fabricated custom variable speed vertical turbine pumping station, piping, valves and base; Main pump is 1800 RPM; 460 Volt/3 Phase/60 Hertz; VFD & Full Voltage starting; PM Pump Full Voltage starting; 12'-0" depth setting; Main pump has water lubricated lineshaft bearings, stainless steel strainer, high pressure stuffing box, vertical hollowshaft drip proof premium efficiency electric motors. Station is proposed to be installed inside a weather resistant building, as furnished by the owner. Controls will be an Industrial grade PLC with a color touch screen operator interface device and software programming written specifically for this project—with information given at time of design or order. A steel base platform will support all manifold piping, pumps, motors, and control panels to provide an integral unit ready to quickly install at the job site.	1	EA	\$ 136,536.50	\$ 136,536.50

Sub Total \$ 141,536.50

Sales Tax

Grand Total \$ 141,536.50

Other Comments

Invoices will be submitted at the completion of project or the end of the current month.

Payment will be made by the 15th of the following month

Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.

Price does not include Bond Costs. This will be applied if necessary
See Attached Quote for Project Details

Greenscapes Six Representative

Client Representative

GREENSCAPES SIX, LLC. 13 Private Road 1160 Liberty, Texas 77575

713-501-7456 832-264-1213



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CONCRETE | GOLF | IRRIGATION | ATHLETIC | LANDSCAPE | LOGISTICS

Customer:	City of Brenham	Date:	June 14, 2024
Project Name:	Pump Station – Athletic Fields	Quote #:	Q20240232
Location:	906 North Park Street Brenham, TX 77833	Att:	Casey Redman
Quoted By:	Dale Bowman – 281-772-0362	Phone:	979-451-1441
Email:	dale@pmc-service.com	Email:	credman@cityofbrenham.org

STATION MODEL:

VSVT-C-2-500-100-460-3 / Variable Speed Vertical Turbine Custom Pump

Station

STATION PERFORMANCE:

500 GPM at 100 PSI

STATION POWER REQUIREMENTS:

460 Volt 3-Phase 60 Hertz

(NOTE: Station transformer cannot be shared with residential services)

Project Scope: UL Listed QCZJ packaged pre-fabricated custom variable speed vertical turbine pumping station, piping, valves and base; Main pump is 1800 RPM; 460 Volt/3 Phase/60 Hertz; VFD & Full Voltage starting; PM Pump Full Voltage starting; 12'-0" depth setting; Main pump has water lubricated lineshaft bearings, stainless steel strainer, high pressure stuffing box, vertical hollowshaft drip proof premium efficiency electric motors. Station is proposed to be installed inside a weather resistant building, as furnished by the owner. Controls will be an Industrial grade PLC with a color touch screen operator interface device and software programming written specifically for this project—with information given at time of design or order. A steel base platform will support all manifold piping, pumps, motors, and control panels to provide an integral unit ready to quickly install at the job site.

STANDARD CONTROLS & EQUIPMENT INCLUDE:

- UL508A Listed NEMA 4 control panel with galvanized back pan and 150 amp circuit breaker main disconnect and interior lighting
 - Lockable door handles
 - Removable bolt on legs for easy future replacement due to rust / water damage
- Cabinet cooling for total enclosed cooling with independent cooling control
- Microprocessor controls with *Intelligence 4.0* software to maintain constant pressure at variable flows
- ***Intelligence 15.6"* High performance wide-screen HMI with capacitive touch. 1920x1080 resolution featuring:**
 - Digital and Graphic pressure (PSI) and flow (GPM) display
 - Cumulative and resettable flow meters
 - Pump status indicators with elapsed run time display per pump
 - Individual motor failure to start indicators
 - Cabinet temperature and humidity displayed with freeze and high temperature warnings
 - Historic Alarm and Events log files
 - Historic and real time X-Y plotting of pump station operation
 - Active alarm log file
 - Ability to change system parameters such as set point pressure and time delays
 - Remote fill output for remote fill source settable by level
 - **Ability to suspend station operations for user defined time with automatic / manual reset**
- Alarm conditions with safety shutdown



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- Automatic re-pressurization after fault condition has been removed or reset
- Low discharge pressure shutdown
- High discharge pressure shutdown
- VFD fault shutdown
- Individual motor overload / phase loss, fail to start indication
- Individual low water level shutdown for main pumps
- Individual low water level shutdown for PM pump
- Backup low water level float for system low level shutdown
- **Cellular Modem with SIM card for remote monitoring / control**
 - 3 year activation included
 - E-mail details alarm information with pressure, flow and VFD speed at the time of the fault
 - APP enabled for remote viewing and control
 - Cellular antenna included
 - Access from phone, tablet, or computer with access from factory support or local support
- 50HP variable frequency drive rated for the motor horsepower
- Mechanical interlocking output contactor for manual override
- Across the line contactors are supplied with MSP breaker type motor protection with electronic overload
- Transient / surge protection for 480 volt and analog circuits; upgraded to premium
- One (1) ea. 50HP, 1800RPM, premium efficient vertical hollow shaft motor with winding space heaters
- One (1) ea. 50HP, 1800RPM, vertical turbine pump with ductile iron discharge heads
- Vertical turbine pumps shall have stainless steel shafting; water lubricated bearings, stainless steel basket strainer, cast iron bowls, carbon steel collets, packing boxes and stainless steel impellers; intermediate bearings shall not exceed 5' in length
- One (1) 5HP, 3600RPM submersible pressure maintenance pump with stainless steel piping
- Pressure maintenance pump isolation valve
- Individual pump check valves, EPDM seal drip tight
- 2" Pressure relief valve with lug style butterfly isolation valve
- Hose bib connection for wash down
- 4" Flow meter, Badger Magnetic Meter type with opto-coupler for fertigation system
- Stainless steel pressure transducer
- Stainless steel level transducer with backup float; displays level in inches
- **PLC bypass switch with water and power safeties active**
- Integral wet well access hatch, if wet well diameter allows
- 6" Wye-strainer with 2" automatic purge valve – piped to edge of skid
- Steel grit blasting of pump station skid and all piping
- Two part epoxy primer coat of all painted surfaces
 - CARBOGUARD 890 (4-6) MILS RAL 6035
 - Polyurethane paint final coat of all painted surfaced, including skid and piping
 - Paint Exterior: CARBOTHANE 134 (2-3) MILS
 - Baked and curing process of all primer coated and painted surfaces
- One (1) operation and maintenance manual on a USB stick
- 3-Year limited warranty
- Approved engineering review, including stamp indicating approval

PUMP STATION PRICE (INCLUDES ALL ABOVE):	US Dollars Only	\$ 141,536.50
Removal of existing pump station and haul off		Included
Off Load and Set-Up Supervision (one day):		Included
Start-Up (one day):		Included
Crane to Off-Load and Set Pump Station:		Included

GREENSCAPES SIX, LLC / 13 Private Road 1160 Liberty, TX 77575 / 713-714-3500 / 713-714-1200



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Sales Tax:

Not Included

Domestic US freight from factory to job site: FOB Factory

Included

Delivery: 18-24 weeks after receipt of signed contract and deposit (if required). Due to COVID restrictions, this delivery date may be modified. Consult factory for more details. PMC reserves the right to substitute alternate products for any named brand products based on the availability.

Terms and Conditions

DELIVERY AND SET-UP:

1. All reasonable efforts will be made to meet the requested delivery date after the receipt of a signed contract, however; Pumps, Motors & Controls, Inc. (PMC) will not be liable for delays in the delivery.
2. Pump station components or options shipped separately from the station, at the customer's request, may incur additional freight charges, payable by the customer.
3. Customer will be responsible for having the job site readily accessible for the station delivery via flatbed truck.
4. Customer will provide the equipment and personnel required to unload and / or set the pump station.
5. DOMESTIC (USA): Station set-up charges include one (1) day on site. If more than one day is required, additional charges in the amount of the current charge schedule per day will be assessed if the customer caused the delay. Travel and overnight stays are not included if separate service calls are required.

INTERNATIONAL DESTINATIONS: It is the responsibility of the owner's representative / contractor to offload the station, identify any freight damage, inventory the equipment and place the skid in position on the concrete slab. Vertical turbines may be set in place on the skid for final assembly by an authorized service agent at time of the technical startup. Any delays when on site due to events out of the manufacture's or manufacturer's representative may incur additional charges. Charges for the technician's time, travel fees, airline penalties, hotel, and meals will be assessed at the current charges schedule.

FREIGHT DAMAGE: Freight damage must be written on the shipping documents with copies going to the carrier and PMC. PMC will require photos of the damage caused by the carrier.

MISSING EQUIPMENT: Missing equipment and parts from the Bill of Materials (BoM) must be identified within 2 weeks of the delivery.

6. Customer will be responsible for any electrical permits if required.
7. Customer will be responsible for any primary electrical hookup to the pump station
8. Customer will be responsible for making all the piping connections.
9. Customer will be responsible for any building modifications such as roof removal and installation, if required.
10. Customer will be responsible for the wet well, slab, and concrete work.
11. Customer will be responsible for piping any wye-strainers or filter flush lines back to the supply lake

START-UP:

1. Customer is responsible for the following to be in place and ready: a) Permanent utility power is available and installed on the pump station disconnect, b) adequate water supply to operate the station at its full capacity, c) installed irrigation system to allow the pump station to operate at its full capacity.
2. Domestic (USA) start-up charges include one (1) day on site. If more than one (1) day is required, additional charges at the published rates will be assessed if the customer caused the delay.
3. International Destinations: Final assembly and start-up will be completed under the terms listed above. If any delays due to the events out of the manufacture's or manufacturer's representative control may incur charges.
4. Purchaser will notify PMC two (2) weeks in advance of the desired start-up date.

WARRANTY

GREENSCAPES SIX, LLC / 13 Private Road 1160 Liberty, TX 77575 / 713-714-3500 / 713-714-1200



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1. PMC warrants for a period of two (2) years from date of shipment the equipment furnished will be of merchantable quality, free from defects in materials, workmanship and design (except as where design is by others) each as determined by PMC in respect to generally recognized, applicable and accepted practices and procedures in the industry.
2. Components used by PMC but manufactured by others, are warranted only to the extent of that manufacturer's guarantee. PMC will assist in the application of such warranty.
3. Liability under this warranty is limited to replacement or repair of defects or correction of design at our factory in HOUSTON, TEXAS, USA, with transportation prepaid by buyer. Satisfaction of this warranty, consistent with other provisions herein, may at the option of PMCI be performed at the job site, provided that the buyer shall pay all transportation, travel and associated service labor expenses. This warranty is in lieu of all other warranties, expressed, implied or statutory including implied warranties or merchantability or fitness and hereby excludes certifications or the like of equipment performance, use or design with respect to any standard, regulation, specification or the like and extends only to buyer or customer purchasing from PMC or its authorized distributor. Other than the warranties contained herein, there are no warranties of merchantability or of fitness for a particular purpose given by implication or expressly in connection with the equipment sold. The provisions of this warranty remain in effect only when all invoices are paid in full. The manufacturer shall not be liable to the purchaser or any other person for any liability, loss, or damage caused or allegedly caused directly or indirectly by the pumping system.
4. Regular scheduled maintenance is required to keep the pump station running in optimal condition. A minimum of two (2) scheduled preventative maintenance service calls must be performed during the warranty period for the warranty to remain active. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by a factory authorized service provider and documentation of all work performed within the warranty period must be on file at the factory. Any maintenance or repairs done without the pre-authorization of PMC or its recognized service providers shall void this warranty.
5. Due to the fact that the equipment may be used in conditions beyond the control of the manufacturer, damage caused by the following instances will not be covered under warranty: Misuse, or failure to perform routine maintenance; Exposure to corrosive environments or substances; Over voltage, unprotected low voltage, phase loss, phase reversal, or transient power surges; Operation on temporary power sources; Operation without fluid; Operation with any of the factory installed safety devices bypassed; Unsupported intake or discharge piping, or other such installation related damage; Act of God damages

POWER SUPPLY:

1. The pump station proposed herein is designed for 480V, Wye configured or closed delta balanced 3 phase power. The acceptable range of voltage is 455 Volts minimum – 495 Volts maximum. Open delta, phase converter, or other forms of unbalanced three phase power are not acceptable.
2. If the supply voltage is not within this acceptable range, the customer is responsible for making the necessary corrections. This may require re-tapping or replacing the primary transformer(s). If the supply voltage is outside the stated range, the electrical components such as the VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be covered by the warranty.
3. The use of a generator is not recommended. If a generator is required as a temporary power supply, the pump station will be covered under the standard limited warranty provided that the engine driven generator power follows the published guidelines from PMC.



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4. Proper electrical grounding of the pump station is a requirement. The station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under the warranty.

PAYMENT TERMS:

U.S. Dollars Only

1. All purchase orders are subject to acceptance at the factory in Houston, TX. Receipt of deposit with order, verification of acceptable credit and confirmation of order are required before production. 30% deposit required to initiate order. Balance is due net 30 days from the date of invoice or shipment of product.
2. A Late fee of 1.5% of the unpaid balance will be charged per month on all accounts past due.
3. Until payment is received in full, seller retains a security interest in any equipment described herein, as provided in Article 9 of the UNIFORM COMMERCIAL CODE (UCC1). Once payment is received in full by PMC, a release of lien (UCC3) will be provided to the purchaser. Texas courts shall have exclusive jurisdiction over any dispute arising hereunder, and venue shall lie in Harris County, Texas.

CHANGE ORDERS:

1. Change orders to the original order initiated by parties outside of PMC, after the order has been entered, may require additional charges to the purchaser regardless of the reason or initiating party. A minimum administrative fee of \$300.00 will be charged.
2. Depth settings on vertical turbines or submersible pumps must be confirmed within 30 days of order, if confirmation is not made, the pumps will be cut and assembled as per the quotation and subsequent sales order.

ACCEPTANCE TERMS:

1. Purchaser hereby agrees that in the event of default or delinquency in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorney's fees, costs of collection including agency, private process server's fees, and court costs, incurred and any other costs of collection permitted by the laws governing these transactions.
2. Due to the custom nature of the product, PMC reserves the right not to allow order cancellations. If a cancellation is allowed, then a minimum 50% restocking fee will be assessed.
3. Equipment shipped separately from the pump station, at the purchaser's request, may incur additional freight charges, payable by the purchaser.
4. Delayed deliveries by the customer, once the equipment is ready to ship, will incur a minimum storage charge of \$250.00 per week, added to the final invoice.

OTHER INFORMATION:

1. Prices are valid for thirty (30) days from the date of this proposal / estimate.
2. State and / or local sales taxes are not included in this proposal / estimate.
3. All claims for incorrect deliveries must be submitted in writing to PMC within 15 days after receipt of goods.
4. All claims for price discrepancy must be submitted in writing to PMC within 60 days after receipt of goods.
5. A completed pump station may not be returned to PMC for credit.

Respectfully,

Mike Archer
Managing Partner



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DANGER
HIGH VOLTAGE
UNAUTHORIZED PERSONNEL
KEEP OUT

DANGER
REPEATED EXPOSURE TO HIGH VOLTAGE MAY BE
FATAL. NEVER WORK ON
EQUIPMENT WITHOUT
PROPERLY LOCKED AND
TAGGED OUT.

NOTICE
DO NOT OPERATE SYSTEM
WITHOUT PROPER
TRAINING AND
SUPPORT & FLUIDS WITH WATER.

WARNING
IF YOU DON'T SCHEDULE
TIME FOR MAINTENANCE,
YOUR EQUIPMENT WILL
SCHEDULE FOR YOU.
SCHEDULE FOR YOU.

Energy Meter & Control, Inc.
1000 W. 10th St.
Tulsa, OK 74103
918-581-1234
www.energy-meter.com





City Council Regular Meeting **AGENDA ITEM 15**

Agenda Item: Discuss and Possibly Act Upon the Purchase and Installation of a New Shade Structure at the Blue Bell Aquatic Center through BuyBoard Contract No. 705-23 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

During the past Spring storms, the Blue Bell Aquatic Center suffered some wind damage to one of the original shade structures that covers the playground equipment by the outside pool area. This shade structure was original to the facility and was approaching 20+ yrs old. We have claimed this damage on insurance in which we are receiving original value plus some inflation totaling \$19,192.50. It will be up to the City to fund the remainder of the difference. Due to the tight work area, existing fencing, and close proximity to the building, it adds to the costs now to replace this structure. Also, 20 years of inflation and stronger footings and beams are now required. We did inquire about a cantilever structure which would have been less expensive, but it would not have covered the equipment.

We reached out to 3 vendors and are recommending going with Adventure Playground Systems, which can install a 4-pole hip-roof structure as we had before for \$51,721.90. This was the lowest price among all the vendors, with other bids coming in at \$66,909 and \$71,339. Adventure Playground Systems is on Buy Board and can provide a new structure (as seen in attachment) that is stronger than the one we had previously.

We have met with our finance team and the balance will be coming out of the Equipment Fund.

We respectfully ask Council to approve this purchase from Adventure Playground Systems through Buy Board #705-23 in the amount of \$51,721.90 for the Blue Bell Aquatic Center.

ATTACHMENTS:

1. BuyBoard Quote
2. Shade Structure Rendering

RECOMMENDATION:

Approve the purchase and installation of a new shade structure at the Blue Bell Aquatic Center from Adventure Playground Systems through BuyBoard Contract No. 705-23 in the amount of \$51,721.90 and authorize the Mayor to execute any necessary documentation.



Quote Number: Q-018509

Bill To

City of Brenham - Blue Bell Aquatic Center

1800 E Tom Green St
 Brenham, TX 77833
 Mr. Dane
 Phone: 979-337-7407
 Drau@cityofbrenham.org

Ship To

City of Brenham - Blue Bell Aquatic
 Center
 Dane Rau
 Phone: 979 377 7407
 1800 E Tom Green St
 Brenham, TX 77833

Date : 09/25/2024

Price Valid Until : 10/25/2024

Reference : Layout E

Sales Person : James Knight

SKU	Item & Description	Qty	Regular Price	Discount	Amount
Buy Board					
1	Buy Board Contract Number RFP #705-23, Field and Turf Products SKU : BUYBOARD	1.00	0.00	10.00%	0.00
APS Removals					
2	Labor to remove and re-install existing fence for APS access, no welding	1.00	500.00	0.00	500.00
3	Labor to remove and dispose existing shade structure Cutting All Footers At Grade	1.00	3,000.00	0.00	3,000.00
Shade Structure					
4	Pyramid Shade Structure - CUSTOM SKU : SP-CUSTOM 40' x 40' @ 12' E.H. 1600 Sq. Ft 4 Posts, 1 Top Frame Design Frame-color: TBD Shade-fabric-color: TBD Surfacing: Natural Sod	1.00 Each	25,131.00	10.00%	22,617.90
5	Rebar Cages-Large SKU : RC-L Large Rebar Cage for Shade Structure Footer	4.00 Each	285.00	0.00	1,140.00

SKU	Item & Description	Qty	Regular Price	Discount	Amount
6	Assembly and Installation of Shade Structure Assembly and installation of shade structure	1.00 Each	15,079.00	0.00	15,079.00
Permitting and Engineered Stamped Drawing					
7	Permits SKU : INST-06 To Be Determined by City/County *Additional charges may apply to invoice if revisions are requested by City or County.	1.00 Each	0.00	0.00	0.00
8	Permit Service Fee SKU : INST-02 Customer to provide copies: Civil site plans, architectural drawings, Grading, storm, and drainage plans. Additionally, If new construction: a copy of the warranty deed and a copy of existing building permit will be required for permitting.	1.00 Each	750.00	0.00	750.00
9	Engineered Stamped Drawings SKU : INST-03	1.00 Each	800.00	0.00	800.00
Equipment and Services					
10	Private Line Locator Service SKU : INST-01 Pricing is subject to change per concealed conditions. Concealed conditions include without limitation, water, gas, sprinkler, electrical and sewage lines, post-tension cables, and steel rebar. If additional concealed conditions are discovered once work has commenced, which were not visible at the time this estimate is invoiced, Adventure Playground Systems will stop work and indicate the unforeseen concealed conditions to the customer or owner so that Adventure Playground Systems can execute a change for any additional work. In any event, any damage caused by or to unforeseen concealed conditions is the sole responsibility of the customer or owner and Adventure Playground Systems shall not be held liable for any such damage. Additional labor costs and/or equipment rentals, and any costs directly related to the aforementioned concealed conditions that are required for the continuation of the installation will be added to the invoice as a change order.	1.00 Each	1,035.00	0.00	1,035.00
11	Bobcat or Equivalent Rental SKU : INST-04 Adventure Playground Systems, Inc. is not liable for damage done by normal construction operations to any existing concrete, landscape, or natural grass unless it is specified and quoted as a separate line item in this proposal.	1.00 Each	750.00	0.00	750.00

SKU	Item & Description	Qty	Regular Price	Discount	Amount
12	Crane or Equivalent Rental SKU : INST-05 *Pricing Subject to Change *Access and Mobilization to be determined during the site visit	2.00 Each	1,350.00	0.00	2,700.00
13	Container, Dump Truck, or Equivalent for Removal of Materials SKU : INST-07	2.00 Each	600.00	0.00	1,200.00
Disclaimers					
14	Wind Load Disclaimer Please note that APS Shade Structures above are designed for Wind Loads up to 95 mph with 3-second gusts up to 110 mph. Additional charges may incur if the design must be revised to withstand higher wind loads for your respective area. *Shade structures are not intended for snow or ice loads. The shade fabric must be removed prior to snow/ice conditions and only re-installed after frost/snow and ice conditions have passed.	0.00 Each	0.00	0.00	0.00
15	This estimate does not include cutting through bedrock This estimate does not include cutting through bedrock *Additional costs may incur as a change order to invoice if bedrock is at the site of footer installation	0.00 Each	0.00	0.00	0.00
16	Site/Civil Plans Omission Please note this estimate has been prepared without reviewing the customer's site/civil plans entailing utility easements, building lines, property lines, storm, drainage swales, etc. The location and size of the shade/metal structure may be subject to change. Additional costs may incur.	0.00	0.00	0.00	0.00
Terms and Conditions					
17	• The customer will Provide a Purchase Order creating an agreement not subject to cancellation • Full Payment due on project completion Customer to Provide Tax - Exempt Form	0.00	0.00	0.00	0.00
Sub Total					49,571.90
Shipping charge					2,150.00
Total					\$51,721.90

Payment Notes:

Payment Notes:

- The customer will Provide a Purchase Order creating an agreement not subject to cancellation
 - Full Payment due on project completion
- Customer to Provide Tax - Exempt Form

Blue Bell Aquatic Center





City Council Regular Meeting **AGENDA ITEM 16**

Agenda Item: Discuss and Possibly Act Upon the Approval of the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2517BREN with TxDOT for FY 2025 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Development Services

Staff Contact: Kim Hodde, Planning Technician

SUMMARY STATEMENT:

Included on the Agenda for Thursday's Council meeting is consideration of our annual grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) from September 1, 2024 to August 31, 2025. In previous years, the RAMP grant program allowed us to be reimbursed for 50% of the eligible maintenance items up to \$100,000. The items include the monthly AWOS monitoring (AviMet Data Link connection fees and continued scheduled maintenance), annual AWOS maintenance contract, replacement lamps for the airport lighting system, herbicides, general maintenance, and a contingency for emergency repairs. Last year, TxDOT approved a change to the RAMP program and made it a 90/10 program with the City's share being a 10% match. The maximum annual reimbursement from the State for the grant is now \$100,000 with the City's match being \$11,111.11 for a total grant of \$111,111.11 for the fiscal year. Maintenance Improvements are reviewed by Airport Staff based on priority of needs with Airside needs being the highest priority. A copy of the eligible RAMP grant projects is attached for reference.

The current grant agreement expired August 31, 2024, and the FY 2024 grant agreement does not go into effect until signed by the City and TxDOT. Staff recommends approval of this annual grant agreement.

ATTACHMENTS:

1. TxDOT Grant for Routine Airport Maintenance Agreement
2. Eligible Items Under RAMP Grants

RECOMMENDATION:

Approve the Routine Airport Maintenance Program (RAMP) Grant Agreement No. M2517BREN with TxDOT for FY 2025 and authorize the Mayor to sign the necessary documentation.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2517BREN

Part I - Identification of the Project

TO: The City of Brenham, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Brenham, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BRENHAM - BRENHAM MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
- 4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
 - 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
 - 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Brenham, Texas

Sponsor

Sponsor Signature – Atwood C. Kenjura

Mayor

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2517BREN

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Brenham, Texas

Signature – Atwood C. Kenjura

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment (“Equipment”) is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2517BREN

The City of Brenham does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Brenham, Texas

(Sponsor)

By: _____
Stacy Hardy

Title: Director of Finance

Date: _____

Certification of State Single Audit Requirements

I, STACY HARDY do certify that the City of Brenham will comply with all requirements of the State (Designated Representative) of Texas Single Audit Act if the City of Brenham spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Brenham will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature – Stacy Hardy

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:

M2517BREN

The City of Brenham designates, KIM HODDE, Airport Coordinator
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Brenham, Texas

(Sponsor)

By: _____

Atwood C. Kenjura

Title: _____

Mayor

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: P.O. Box 1059, Brenham, Texas 77834-1059

Overnight Mailing Address: 200 W. Vulcan Street, Brenham, Texas 77833

Telephone/Fax Number: 979-337-7212 (O) 979-337-7218 (F)

Email address: khodde@cityofbrenham.org

FY2024 ELIGIBLE WORK ITEMS UNDER RAMP GRANTS

*Eligible Work Items are subject to change each fiscal year



FY2024 Routine Airport Maintenance Program (RAMP) Grants

- ➔ State funding is a \$100,000 match per airport for the current fiscal year. The state fiscal year begins September 1st. The local government match is 10% of actual costs plus any excess of \$100,000 total costs.
- ➔ The program includes “lower cost” airside and landside airport improvements which will require approval and guidance from TxDOT Aviation before the project begins. These items can be more than just maintenance and may be new or additional items of work. Examples are construction of airport entrance roads; pavement of airport public parking lots; installation of security fencing, replacement of rotating beacon, etc. TxDOT will determine the eligibility of specific items. **Airside improvements are the priority before requesting assistance with landside maintenance and improvements.**
- ➔ Sponsors are allowed to issue their own contracts for scope of services, or TxDOT districts may perform services within their capabilities. TxDOT will not participate in contracts for any ineligible scope items or for costs that are unreasonable for the type of service. Sponsor force account work is NOT ELIGIBLE, but purchase of materials for construction with sponsor labor is eligible.
- ➔ **A Grant must be executed each state fiscal year, prior to work being performed. There is no formal application process.** To initiate the grant, the Sponsor should contact the Aviation Division with a description of the project for which the grant is being requested and the estimated cost of the project, if available. The contact may be in the form of a written letter, electronic mail, telephone, or personal contact with staff.
- ➔ **Work as described on the Scope of Services of the grant shall be performed during the state fiscal year (October 1st – August 31st)**

Call the Aviation Division at 1-800-687-4568 (68-PILOT) for more information or go to Aviation on the TxDOT Web Site:

<http://www.txdot.gov/inside-txdot/division/aviation/airport-grants.html>

FY2024 ELIGIBLE WORK ITEMS UNDER RAMP GRANTS

*Eligible Work Items are subject to change each fiscal year

AIRSIDE MAINTENANCE
Pavement crack sealing/Pavement Slurry Seal/Fog Seal/Rejuvenator
Pavement markings
Drainage maintenance
Sweeping
Herbicide on airside pavement
Replacement bulbs/lamps for airside lighting fixtures and approach aids
Repair and maintenance for beacon, lighting, approach and navigational aids
Eligible air traffic and operations equipment, installation, and subscription costs (TxDOT determines Equipment eligibility)
Parts replacement for Automated Weather Observation System (AWOS) not covered under warranty
AFTER AIRSIDE MAINTENANCE HAS BEEN ADDRESSED
Seal coats/chip seal/crack seal for non-airside pavement
Hangar/terminal building painting and repairs -sponsor owned facilities only
Security camera systems excluding monitoring fees
Game proof or security fencing and gates, electric gate openers
Access roads for AWOS installations/AWOS NADIN interface monthly charge
Airport entrance signs
Repairs to airport owned fuel systems, including replacement of tanks
Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans and maintenance/update of these plans
Airfield FOD sweeper
HVAC repairs in terminal building and/or control tower
SMALL CAPITAL IMPROVEMENT PROJECTS – with guidance and pre-approval from TxDOT Aviation
Design and construct new concrete/asphalt public auto parking areas
Design and construct new entrance roads and hangar access roads
Design and construction of aircraft wash racks as indicated by SWPPP
Design and construct expansion of apron areas or new apron areas
Design and construct runway lighting system extensions
Design and construct drainage improvements
Pilot lounge/small general aviation terminal buildings
Beacon/tower replacements
Preparation of FAA form 7460-1 “Notice of Proposed Construction or Alteration” for RAMP projects
INELIGIBLE WORK ITEMS UNDER RAMP GRANTS
Purchase of a courtesy vehicle and/or maintenance to any vehicle or equipment including tractors and mowers
Purchase of capital equipment including aircraft dolly, lawn mower, golf carts, snow/ice removal equipment, striping machines, ac units and power washers
Operating expenditures including, but not limited to carpet cleaning, monthly utility bills, tree trimming/mowing services, trash collection/recycling
Force Account work by sponsor
Consumables including batteries (except for AWOS), air and water filters, tools, interior light bulbs, cleaning supplies, replacement plants, replacement monitors/computer equipment for office operations and for AWOS
Work performed or purchases made prior to the grant being fully executed



City Council Regular Meeting **AGENDA ITEM 17**

Agenda Item: Discuss and Possibly Act Upon the Purchase and Installation of New Outdoor Lighting in Downtown Brenham through BuyBoard Contract No. 735-24 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 3, 2024

Department: Main Street

Staff Contact: Leigh Linden, Main Street Manager

SUMMARY STATEMENT:

We received multiple quotes for the purchase and installation of holiday lighting on the rooflines in Downtown Brenham. Glo Geeks submitted the most cost-effective for price and coverage area. The proposal includes custom-measured, cut, and installed lighting solutions tailored to specific locations, ensuring optimal placement and appearance. Custom extension cords and timers will also be incorporated into the system. All lighting components, including LED bulbs, cords, and clips, will be brand new and of high quality. The LED lights, rated for 70,000 hours, are expected to provide long-lasting illumination. Glo Geeks offers a one-year warranty on all labor and materials.

The project will utilize premium C9 LED SMD Retrofit Bulbs with long-lasting LED chips, corrosion-resistant nickel bases, and an IP67 waterproof rating, that have a traditional warm white color temperature of 2700K.

To facilitate the project, a payment of \$28,795 (cost of materials) is required upon arrival and delivery of all materials. The remaining balance will be due upon project completion and full customer satisfaction.

ATTACHMENTS:

1. Glass Geeks Quote for Downtown Outdoor Lighting
2. Downtown Map of Lighting
3. Commerce Parking Lot Lighting

RECOMMENDATION:

Approve the purchase and installation of new outdoor lighting in Downtown Brenham from Glass Geeks in the amount of \$57,590.00 through BuyBoard Contract No. 735-24 and authorize the Mayor to execute any necessary documentation.

SENT ON:

09/13/2024

RECIPIENT:

City of Brenham

200 West Vulcan Street
San Antonio, TX 77833
Phone: 9793377239

30425 Smithson Valley Rd
San Antonio, TX 78261

Phone: 210-893-2356
Email: service@glass-geeks.com
Website: www.glass-geeks.com

Product/Service	Description	Qty.	Unit Price	Total
Phase 1 - Roofline Installation	This is for commercial grade C9 LED/SMD lights professionally installed along the rooflines (refer to picture for Phase 1), and removal of existing lights. -Custom measured, cut and installed specific to the location. -Custom extension cords are made and professionally ran. -All lights will be put on a timer to be hassle free. -All Rooflines will be documented, stored in our cloud, and given to the city for easy maintenance and easy assistance over the phone. -Project manager always on site. In house team, no subs. All Geeks are background checked. -Custom measured, cut and installed specific to the location. -Custom extension cords are made and professionally ran. -All lights will be put on a timer to be hassle free. -All Rooflines will be documented, stored in our cloud, and given to the city for easy maintenance and easy assistance over the phone. -Project manager always on site. In house team, no subs. All Geeks are background checked. -The City will own the lights.	1	\$62,590.00	\$62,590.00
Boom lift rental	Most buildings can be installed via a ladder or roof access, but in the event a boom lift is needed, we have it covered. Any boom lift usage will likely be used in the evening to limit any vehicle/pedestrian traffic			

SENT ON:

09/13/2024

Product/Service	Description	Qty.	Unit Price	Total
Warranty	All lights, cords, clips will be brand new. LED lights are rated to last 70,000 hours and should last decades. Same for all the material. We will warranty all labor and material for 1 year. Plus give a couple hundred extra bulbs for easy replacement for the maintenance team over the next couple of decades. This way the replacement bulbs are the exact same hue and bulb.			
Season Maintenance	Glo Geeks will guarantee all lights will work through the season and will fix in a timely manner. In the event something is not working, Glo Geeks will first trouble shoot over the phone with Maintenance and rule out that is not the outlet, timer or otherwise simple fix before deploying a Geek.			
Materials to be installed	Roughly 9000 feet of premium socket line. SPT1 15" spacing. Every end is sealed with a water tight female plug, and every mid line plug has SPT-1 Bridge / Splitter for a cleaner, water-tight connection rather than taped together male to female connections. For a longer lasting install. Premium C9 LED SMD Retrofit Bulbs offer the latest generation SMD LED technology. Produces less glare compared to a normal LED bulb. Rich colors, long life LED chips, Corrosion preventive nickel base and IP67 waterproof rating make these a premium bulb like no other. Traditional warm white 2700k will be used unless otherwise specified. Installed with permanent parapet clips, or a lite clip strip.			
Removal of Old System	Carefully remove, organize, bundle up, and deliver existing lights, in order to donate to the chosen foundation.			
Deposit upon arrival	A payment of \$28,795 (cost of materials) is required upon arrival of first day and delivery of all materials (socket line, bulbs, clips, cord, etc). The remaining balance will be due upon completion and 100% satisfaction.			
Buy Board #735-24 Holiday Lighting and Decoration	Glass Geeks is on the Awarded list in Buy Board for contract #735-24 for holiday lighting and decoration.			

SENT ON:
09/13/2024

Product/Service	Description	Qty.	Unit Price	Total
Early Install and Marketing Package Discount (optional)	Discount to let us start installation before Oct 12th. (this line item will be removed after 10/12/24) Also to allow us shoot video and take pictures for the purpose of Marketing, and training for our students nationwide (www.lightingtradeschool.com).	1	-\$5,000.00	-\$5,000.00

A deposit of \$28,795.00 will be required to begin.

Buy Board #735-24 Holiday Lighting and Decoration

Thank you so much. Please let me know if I left any pertinent details out.

This quote is valid for the next 30 days. Please review the attached Christmas Installation agreement. By making the deposit, you are accepting this agreement.

* Non-taxable

Total

\$57,590.00





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