



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, OCTOBER 17, 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 - Mayor Pro Tem Clint Kolby**
- 3. Citizen Comments**

CONSENT AGENDA

4. 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.

- 4.a. Approve the Minutes from the October 3, 2024, Regular City Council Meeting**
- 4.b. Approve Ordinance No. O-24-028 on Its Second 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)**
- 4.c. Approve Resolution No. R-24-017 Authorizing the Execution of an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2024 Downtown Christmas Stroll and Lighted Parade to be Held on December 7, 2024**
- 4.d. Approve a Two-Year License Agreement Between the City of Brenham and Quickert, Inc. for the Internal Phone Paging System in the Amount of \$3,704.00 and Authorize the Mayor to Execute Any Necessary Documentation**

REGULAR SESSION

5. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of a Stop Sign on Muse Street at Its Intersection with Harrington Street**
6. **Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing No Parking Zones on West Fifth Street in the City of Brenham**
7. **Discuss and Possibly Act Upon Award of Bid Related to the Rehabilitation of the Wastewater Treatment Plant, Project No. 66C-16C, and the Rehabilitation of the Process Aeration Blowers, Project No. 66C-17C and Authorize the Mayor to Execute Any Necessary Documentation**
8. **Discuss and Possibly Act Upon Award of Bid Related to Groundwater Supply Phase I, Project No. 63C-22C and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon the Purchase of a Virtual Server Host and Storage System Equipment for the City of Brenham Information Technology Department through Contract No. DIR-TSO-3763 and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Administrative/Elected Officials Report**

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

ADJOURN

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

CERTIFICATION

I certify that a copy of the agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, October 14, 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

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on Thursday, October 3, 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
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bisette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Public Works Dane Rau, Chief Financial Officer Julie Flagg, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Police Chief Lloyd Powell, Assistant Fire Chief David Cella, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Casey Redman, Robin Hutchens, Kyle Branham, Shawn Bolenbarr, Shauna Laauwe, Mason Patranella, Jason Lange, Daniel McCracken, Carrie Derowski, Brett Schroeder, Richard O'Malley, Jim Halley, Sierra Newell, Seth Klehm, Steven Eilert, Jean Luera, Alex Saenz, Kelvin Raven, and Brandy Testa.

Citizens/Others Present:

Hugo Lazauo Sr., Ronda Kilburn, Garrett Salmans, Amanda Klehm, Ginny Klehm, Cynthia Robinson, and Ella Losson.

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 - City Attorney Cary Bovey

3. Proclamations

- ◆ **Lynette Sheffield Planning Excellence Recognition**
- ◆ **Fire Prevention Week**
- ◆ **Paint the Town Pink**

5. Service Recognitions

- ◆ **Mason Patranella - Public Utilities - 10 Years**
- ◆ **Sierra Randle - Police Department - 10 Years**
- ◆ **Seth Klehm - Police Department - 15 Years**

4. Brenham Police Department Recruiting Video

6. Citizen Comments

Fire Chief Mark Donovan gave an update on a structure fire that occurred the day prior at Del Sol Foods. Chief Donovan stated that firefighters were on scene for three hours with the building only sustaining some minor roof damage.

Chief Donovan introduced Asst. Fire Chief David Cella again since some Councilmembers were absent at the previous meeting.

CONSENT AGENDA

7. Statutory Consent 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

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

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

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

No: None

Absent: None

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)

City Planner Shauna Laauwe presented this item. Laauwe explained that 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. Laauwe advised that the neighboring properties (1727 and 1729 Burleson Street) are developed with single-family homes and use the access easement; however, they are considered to be nonconforming as they were developed before the area was annexed in 2009. Laauwe advised that it is not feasible to require the standard 55-foot right-of-way dedication and road improvements along the subject property.

Laauwe explained that this item was considered by the Planning and Zoning Commission on Monday, September 23, 2024. The Planning and Zoning Commission recommended unanimously (6-0) for approval of the subdivision variance. Laauwe advised that if the proposed variance is approved, the applicant will be required to formally plat the property into the proposed lot configuration.

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

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

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

No: None

Absent: None

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

Facility and Fleet Supervisor Stephen Draehn presented this item. Draehn stated that the Brenham Fire Department is seeking 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. Draehn explained that these two (2) ladders will be replacing Ladder 1 and Ladder 2, which will be twenty years old by the time delivery will be made on the new trucks. Draehn advised that the request for purchase is being made now due to estimated build times of forty-three (43) months and a seven (7) percent price increase that will take place on November 1, 2024.

Draehn advised that quotes were obtained for both 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 truck. The total unit price for the Pierce Custom Enforcer Aerial, HD Ladder 100 Foot, Mid-Mount Fire Truck is \$2,332,091.70. The total unit price for the Pierce Custom Enforcer Aerial, HD Ladder 75 Foot Fire Truck is \$1,620,036.31. Draehn advised that the total prices include all discounts, HGAC contract fees, delivery to Brenham, and training on the operation and use of both trucks.

Fire Chief Mark Donovan explained that the fire trucks that are going to be replaced will be sold on the open market as they will receive more money back versus trading in the units.

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

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

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

No: None

Absent: None

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

Director of Public Works Dane Rau presented this item. Rau stated that this is the long-awaited drainage project that will improve seven (7) different areas throughout Brenham. Rau explained that the grant was awarded to the City after having to compete with other cities throughout the region with a value of \$5.01 million dollars to help areas that either flood, have a need to be up-sized or have caused erosion within drainage areas. Rau advised that from the \$5.01 million that was awarded, the City is left with \$4,037,560 once engineering, grant management and environmental services were taken out.

Rau explained that the City, Strand Associates, and Public Management opened bids on August 14, 2024, and received two bidders. Rau explained that with so many projects on the initial grant and knowing that inflation would be higher since receiving the grant, and yet needing to meet the grant beneficiary guidelines, Strand Associates broke out the bid into a base bid and alternates. Rau stated that Solid Bridge Construction, LLC provided the lowest bid with all alternates at \$6,511,655.00, and the lowest base bid at \$5,422,110.00.

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

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

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

No: None

Absent: None

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

Chief Financial Officer Julie Flagg presented this item. Flagg explained that the purchase of two (2) fire trucks was included in the 5-year Capital Plan presented to Council in May 2024. Flagg stated that these purchases are to be funded by future issuance of Certificates of Obligation and to allow the City to move forward with the purchases before a November 2024 price increase goes into effect, a Reimbursement Resolution is needed. Flagg explained that this will allow for the ability to reimburse certain costs related to the purchases of two (2) fire trucks.

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

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

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

No: None

Absent: None

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

Chief Financial Officer Julie Flagg presented this item. Flagg explained that the City will need to provide funds of up to \$1,520,000 related to Bid No. 2022-03 for drainage improvement projects. Flagg explained that 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. Flagg advised that this will allow for the ability to reimburse certain costs related to the drainage projects from a possible FY26 issuance of Certificates of Obligation.

A motion was made by Councilmember Wright and seconded by Councilmember LaRoche to approve Resolution No. R-24-015 expressing official intent to reimburse certain costs related to drainage projects.

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

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

No: None

Absent: None

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

Chief Financial Officer Julie Flagg presented this item. Flagg explained that due to the timing of the drainage project construction and the possible issuance of Certificates of Obligation, the City is 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. Flagg stated the Electric Fund currently has sufficient reserves available for the interfund loan. Flagg advised this load would be for a maximum of \$1,520,000.00 and be interest free. Flagg explained that the principal amount of the loan would be paid in full within thirty (30) days of the receipt of the bond proceeds.

A motion was made by Councilmember LaRoche and seconded by Mayor Pro Tem Kolby to approve Resolution No. R-24-016 approving an interfund loan from the Electric Fund to the Drainage Fund for drainage projects.

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

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

No: None

Absent: None

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

Parks Superintendent Casey Redman presented this item. Redman explained that 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. Redman stated that 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. Redman advised that in the last inspection with the vendor, there is indication that the pressure tank on the unit is degrading which was evident in the form of rust particles inside the rotors, which, in turn, cause problems for Parks staff with unclogging and/or replacing these rotors repeatedly throughout the summers. Redman explained that the new unit will be a tremendous upgrade in performance, energy savings, and ease of use.

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

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

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

No: None

Absent: None

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

Director of Public Works Dane Rau presented this item. Rau explained that 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. Rau advised that this shade structure was original to the facility and was approaching 20 years old. Rau explained that due to the tight work area, existing fencing, and close proximity to the building, it adds to the costs to replace this structure. Rau advised that the City did claim this damage on insurance which the City is receiving original value plus some inflation totaling \$19,192.50. Rau stated the difference will be up to the City to fund.

Rau explained that of the three bids received, Adventure Playground Systems was the lowest bidder at \$51,721.90. Rau stated this vendor can install a 4-pole hip-roof structure similar to the current shade structure.

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

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

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

No: None

Absent: None

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

Interim Airport Manager Jim Halley presented this item. Halley explained that this is the annual grant agreement with TxDOT for participation in the Routine Airport Maintenance Program (RAMP) from September 1, 2024, to August 31, 2025. Halley explained that 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.

Halley stated that 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. Halley explained that 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 available grant amount of \$111,111.11. Halley stated that maintenance improvements are reviewed by Airport Staff based on priority of needs, with Airside needs being the highest priority.

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

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

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

Saunders, Councilmember Wright

No: None

Absent: None

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

Main Street Manager Leigh Linden presented this item. Linden stated that the City received multiple quotes for the purchase and installation of holiday lighting on the rooflines in Downtown Brenham with Glo Geeks submitting the most cost-effective for price and coverage area with a one-year warranty on labor and materials. Linden explained that the proposal includes customer extension cords, timers, custom-measured, cut, and installed lighting solutions tailored to specific locations, ensuring optimal placement and appearance. Linden advised that all lighting components, including LED bulbs rated for 70,000 hours, cords, and clips, will be brand new and of high quality.

Linden stated that 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.

Linden explained that to facilitate the project, a payment of \$28,795 (cost of materials) is required upon arrival and delivery of all materials with the remaining balance being due upon project completion and full customer satisfaction.

Linden explained that originally the Courthouse was included in this plan but due to the building being a historically protected building nothing is allowed to be changed. Linden also explained that this is Phase 1. Linden stated that other buildings will be included in future lighting plans.

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

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

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

No: None

Absent: None

18. Administrative/Elected Officials Report

City Manager Carolyn Miller reported on the following:

- October 17 - Regular City Council Meeting
- October 18-20 - TX Arts and Music Festival
- October 26 - Mask-erade on Main

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-24-028

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 3rd day of October, 2024.

PASSED and APPROVED on its second reading this the 17th day of October, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A



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

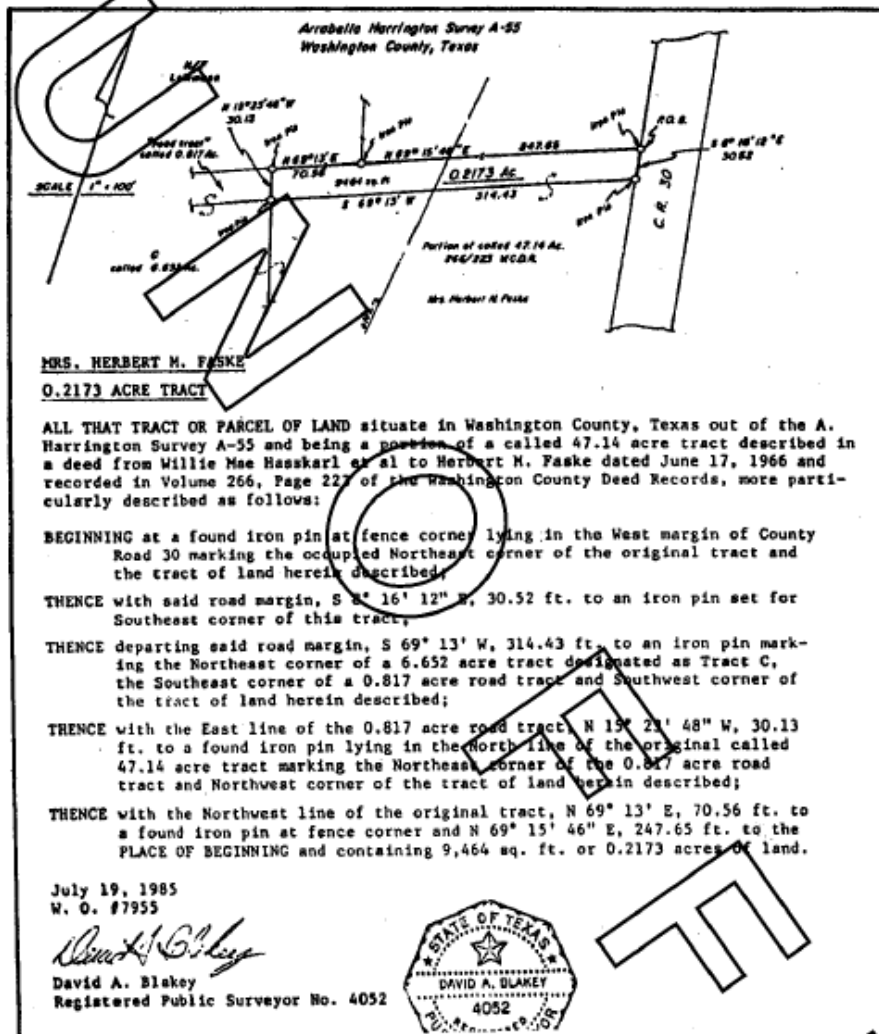


EXHIBIT B
PORTION OF RECORDED EASEMENT DEED

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. Ruthermel
Beth Ruthermel, County Clerk
Washington County, Texas



City Council Regular Meeting **AGENDA ITEM 4.c**

Agenda Item: **Approve Resolution No. R-24-017 Authorizing the Execution of an Agreement Between the City of Brenham and the Texas Department of Transportation for the Temporary Closure of the State Right-of-Way in Connection with the 2024 Downtown Christmas Stroll and Lighted Parade to be Held on December 7, 2024**

Meeting Date: October 17, 2024

Department: Main Street

Staff Contact: Leigh Linden, Main Street Manager

SUMMARY STATEMENT:

The City of Brenham hosts the annual Christmas Stroll & Lighted Parade on the first Saturday in December. Main and Alamo Street (Business 290) will feature a lighted parade beginning at 12:00 pm. The City is requesting the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street in Brenham, Texas (Washington County) from 2:00 pm until 10:00 pm on Saturday, December 7, 2024.

Closures more than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement.

ATTACHMENTS:

1. R-24-017 - TxDOT Closure for Christmas Parade
2. 2024 Traffic TEA30A
3. Christmas Parade Detour Map 4-10pm
4. Christmas Parade Detour Map 12-4pm

RECOMMENDATION:

Approve Resolution No. R-24-017 authorizing the execution of an agreement between the City of Brenham and the Texas Department of Transportation for the temporary closure of the State Right-of-Way in connection with the 2024 Downtown Christmas Stroll and Lighted Parade to be held on December 7, 2024.

RESOLUTION NO. R-24-017

STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2024 Downtown Brenham Christmas Stroll & Lighted Parade to be held on Saturday, December 7, 2024.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2024 Christmas Stroll & Lighted Parade. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 17th day of October 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §

COUNTY OF §

WASHINGTON

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo & Main Streets (Business 290) in Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo & Main Streets (Business 290) for the purpose of 2024 Downtown Christmas Stroll & Lighted Parade, from 12pm to 9pm as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 17 day of October, 20 24, the Brenham City Council passed **Resolution** / Ordinance No. R-24-017, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Atwood Kenjura, Mayor	Texas Department of Transportation
City of Brenham	
P.O. Box 1059	
Brenham, Tx 77834-1059	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF Brenham

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director 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 heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The City of Brenham will hold its annual Christmas Stroll & Lighted Parade on Saturday, December 7th, 2024. Main Street and Alamo Street (Business 290) will be transformed into a festive winter wonderland with a "Snow Village," carriage rides, antique Invader Rides, and live entertainment. At 6 pm, the Lighted Christmas Parade will commence, featuring floats, tractors, marching bands, dancers, and animals.

EXHIBIT B

RESOLUTION NO. R-24-017

STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings involving a portion of the state highway system within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway system within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid agreement and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2024 Downtown Brenham Christmas Stroll & Lighted Parade to be held on Saturday, December 7, 2024.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of a portion of the state highway system within the City of Brenham associated with the 2024 Christmas Stroll & Lighted Parade. This resolution is effective upon its adoption.

PASSED AND APPROVED this the 17th day of October 2024.

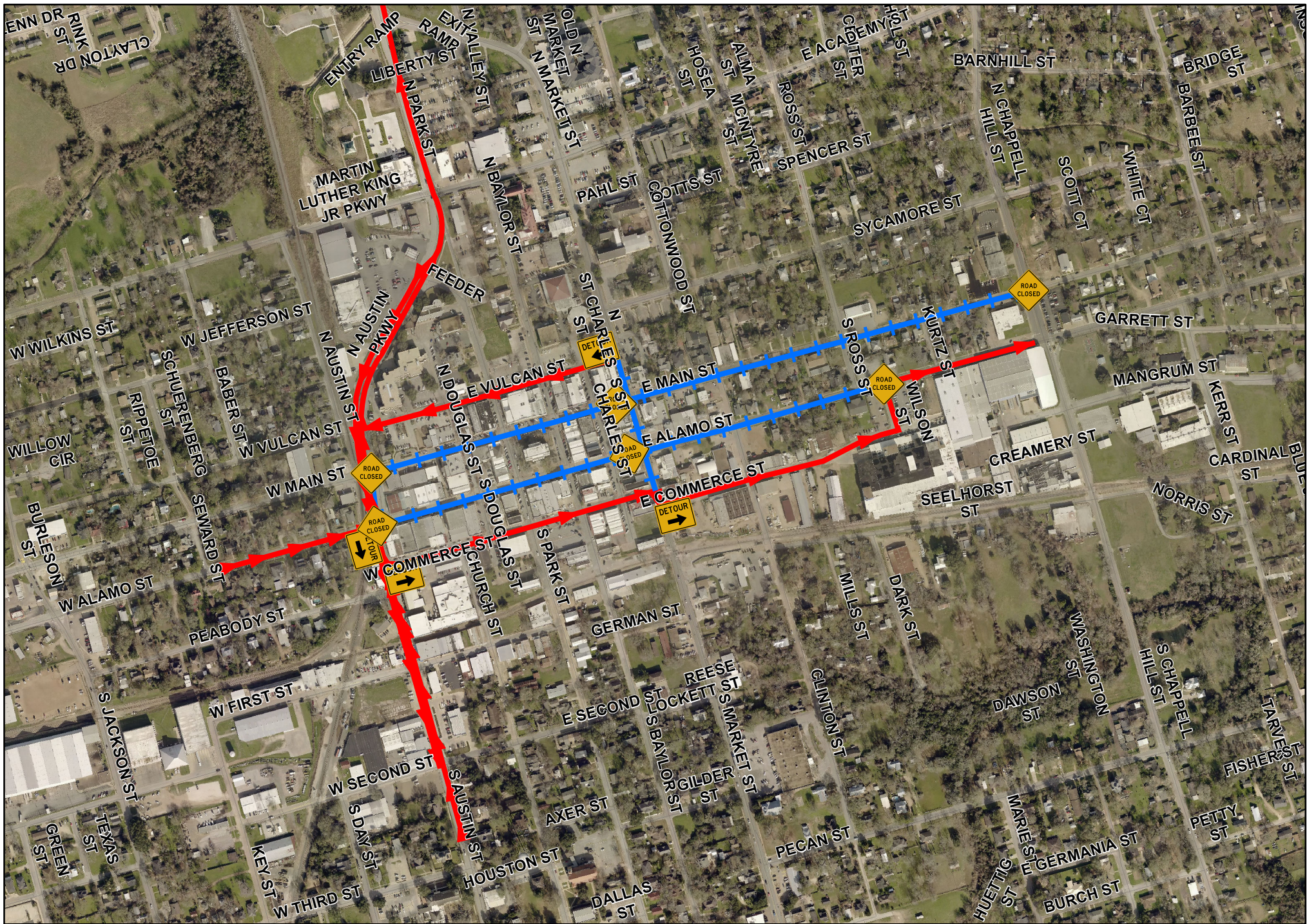
Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Exhibit C

Agreement No. _____



Christmas Parade Detour Map - 4:00 pm - 10:00 pm

1 inch = 561 feet





1 inch = 171 feet



Christmas Parade Detour Map - 12:00 pm-4:00 pm



City Council Regular Meeting
AGENDA ITEM 4.d

Agenda Item: **Approve a Two-Year License Agreement Between the City of Brenham and Quicklert, Inc. for the Internal Phone Paging System in the Amount of \$3,704.00 and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Date: October 17, 2024

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

Quicklert Inc. provides the City of Brenham internal phone system with paging and notification capabilities. The renewal amount of \$3,704.00 includes software maintenance and licenses. Quicklert is offering an additional year of maintenance at no charge with our renewal.

ATTACHMENTS:

1. Quicklert Two Year Quote

RECOMMENDATION:

Approve a two-year license agreement between the City of Brenham and Quicklert, Inc. for the internal phone paging system in the amount of \$3,704.00 and authorize the Mayor to execute any necessary documentation.



Quicklert Inc.
P. O. Box 20230
Indianapolis Indiana 46220
U.S.A
800-789-1034

QUOTE

Bill To
City of Brenham
Attn: Accounts Payable
P. O. Box 1059
Brenham, TX 77834-1059
United States

Quote# EST-001816
Quote Date September 17, 2024
Expiry Date November 30, 2024
Sales Rep Georgina Brown
End User Name City of Brenham

Ship To
City of Brenham
CITY HALL
200 WEST VULCAN STRE
Brenham, TX 77833
United States

Item	Description	Qty	MSRP	Amount
Quicklert CSCO Maintenance Software and Licenses	One Year of Software Maintenance Product for QL-CSCO-BASE and Licenses.	1.0 Annual	3,704.00	3,704.00
Quicklert CSCO Maintenance Software and Licenses	Additional year of maintenance at no charge.	1.0 Annual	0.00	0.00

Current maintenance to expire: 11/20/2024

Sub Total 3,704.00

Total \$3,704.00



City Council Regular Meeting **AGENDA ITEM 5**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing the Placement of a Stop Sign on Muse Street at Its Intersection with Harrington Street

Meeting Date: October 17, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

This “T” intersection currently does not have a stop sign on Muse St and technically should. We have received several requests about the placement of a stop sign due to vehicles not stopping and just making the turn onto Harrington St. Once we looked at the intersection, a stop sign could easily be added which would make it mandatory to stop on Muse St. This is an easy solution as we already have a pole and street names at this intersection.

By authorizing the placement of a stop sign and adopting an ordinance if a violation is noted or an accident occurs, it will be covered by the ordinance through Municipal Court.

See attached picture.

ATTACHMENTS:

1. Ordinance - Stop Sign Muse and Harrington
2. Stop Sign Addition at Muse and Harrington
3. Picture of Stop Sign Location

RECOMMENDATION:

Approve an Ordinance on its first reading authorizing the placement of a stop sign on Muse Street at its intersection with Harrington Street.

ORDINANCE NO. _____

AN ORDINANCE REQUIRING THE PLACING OF CERTAIN STOP SIGNS IN THE CITY OF BRENHAM, TEXAS, SETTING THE LOCATION OF SAID STOP SIGNS, REGULATING THE TRAFFIC AT SAID STOP SIGNS, AND PROVIDING FOR PENALTY FOR VIOLATION THEREOF.

WHEREAS, it is necessary to provide stop signs at certain locations in the City of Brenham to prevent accidents, collisions and damages; to promote the flow of traffic along and into such streets; and to regulate the same:

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

Section 1. That there shall be established and installed one (1) stop sign on Muse Steet regulating east bound vehicular traffic, at its intersection with Harrington Dr.

The stop sign shall be erected at the top of a standard pole, installed in the ground on the right-hand side of the streets identified herein.

Section 2. That every person, firm or corporation, operating a motor vehicle or other vehicle of any kind, in, on, along and into the streets or street intersections designated in Section 1 hereof, upon reaching a stop sign at the location so designated, shall bring said vehicle to a full and complete stop in compliance with the provisions of applicable state law, before proceeding further along said street or into or on said street intersection.

Section 3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

Section 4. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by applicable law.

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

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

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



Stop Sign Addition at Muse St and Harrington St

1 inch = 150 feet







City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Providing No Parking Zones on West Fifth Street in the City of Brenham

Meeting Date: October 17, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

With recent improvements and additions to infrastructure around the Blinn Campus, Blinn has actively been working on adopting a parking plan to better address on-campus parking. Blinn has reached out to the City of Brenham to ask about establishing “No Parking” areas along W. Fifth St that fronts their property. After reviewing these areas and discussing them with Development Services, we see no objection to working with Blinn to align with their parking plan but also opening up these roadways for emergency personnel and improving these areas for pedestrians/students. Based on Blinn’s request and review, staff would suggest establishing “No Parking” on W. Fifth St - (See attached map).

No parking is recommended beginning at 805 W, Fifth St westward, approximately 700’, ending at the intersection of W. Fifth and Prairie Lea (FM 389).

No Parking is also recommended at the most westward driveway of Lot “B” heading westward, approximately 235’, ending at the intersection of W. Fifth and Prairie Lea (FM 389).

These “No Parking” areas will coordinate with Blinn’s Parking Plan and help keep students dedicated to specific parking lots. It will also help emergency vehicles maneuver better in these areas along with adding protection for pedestrians/students by not blocking roadways and improving visibility.

As we have seen in the past, Brenham PD along with Blinn PD will coordinate to enforce these new “No Parking” areas if approved.

City staff will erect signs and Blinn will paint curbs as necessary to reflect the described areas for enforcement purposes once the Second reading is established.

ATTACHMENTS:

1. Ordinance - Blinn No Parking Zone
2. No Parking Map

RECOMMENDATION:

Approve an Ordinance on its first reading providing No Parking Zones on West Fifth Street in the City of Brenham.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE PROHIBITION OF PARKING MOTOR VEHICLES, TRAILERS OR OTHER VEHICLES ON CERTAIN DESIGNATED STREETS IN THE CITY OF BRENHAM, AND ASSOCIATED MATTERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code section 51.001, the City of Brenham, Texas (“City”) has the authority to adopt ordinances and regulations that are for the good government, peace and order of the City; and

WHEREAS, the City Council desires to provide for no parking zones on certain streets within the City of Brenham in order to: prevent accidents, collisions and damages; promote the flow of traffic along and into such streets; and regulate the same; and

WHEREAS, the general welfare, health and safety of the citizens of the City will be promoted by the enactment of this Ordinance; and

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

SECTION I.

That every person, firm, corporation, or other entity shall be prohibited from parking any motor vehicle, trailer, or other vehicle, upon any of the following designated streets or portions thereof, when signs are erected giving notice thereof:

- a. On the north side of W. Fifth St beginning at the westward most driveway of Lot “B” heading westward approximately 235’ ending at the intersection of W. Fifth St and Prairie Lea (FM 389)
- b. On the south side of W. Fifth St beginning at 805 W. Fifth St westward approximately 700’ ending at the intersection of W. Fifth and Prairie Lea (FM 389)

SECTION II.

The terms “park” and “parking” shall mean the standing or stopping of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or property.

SECTION III.

In any case when a person, firm, corporation or other entity shall have been charged with a violation of this Ordinance, proof that said motor vehicle, trailer, or other vehicle was, at the date of the offense alleged, owned by the person, firm, corporation or entity charged with the offense, shall constitute prima facie evidence that said motor vehicle, trailer, or other vehicle was stopped, left standing or parked at the place charged by said owner.

SECTION IV.

The provisions of this Ordinance shall not apply to any authorized emergency vehicle or City of Brenham motor vehicle, trailer, or other vehicle.

SECTION V.

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION VI.

Should any section, subsection, sentence, 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 VII.

That any person, firm, corporation or other entity violating this Ordinance shall be fined a sum of not less than \$1.00 and not more than \$500.00, plus applicable court costs.

SECTION VIII.

This Ordinance shall take full force and effect from and after its passage and approval.

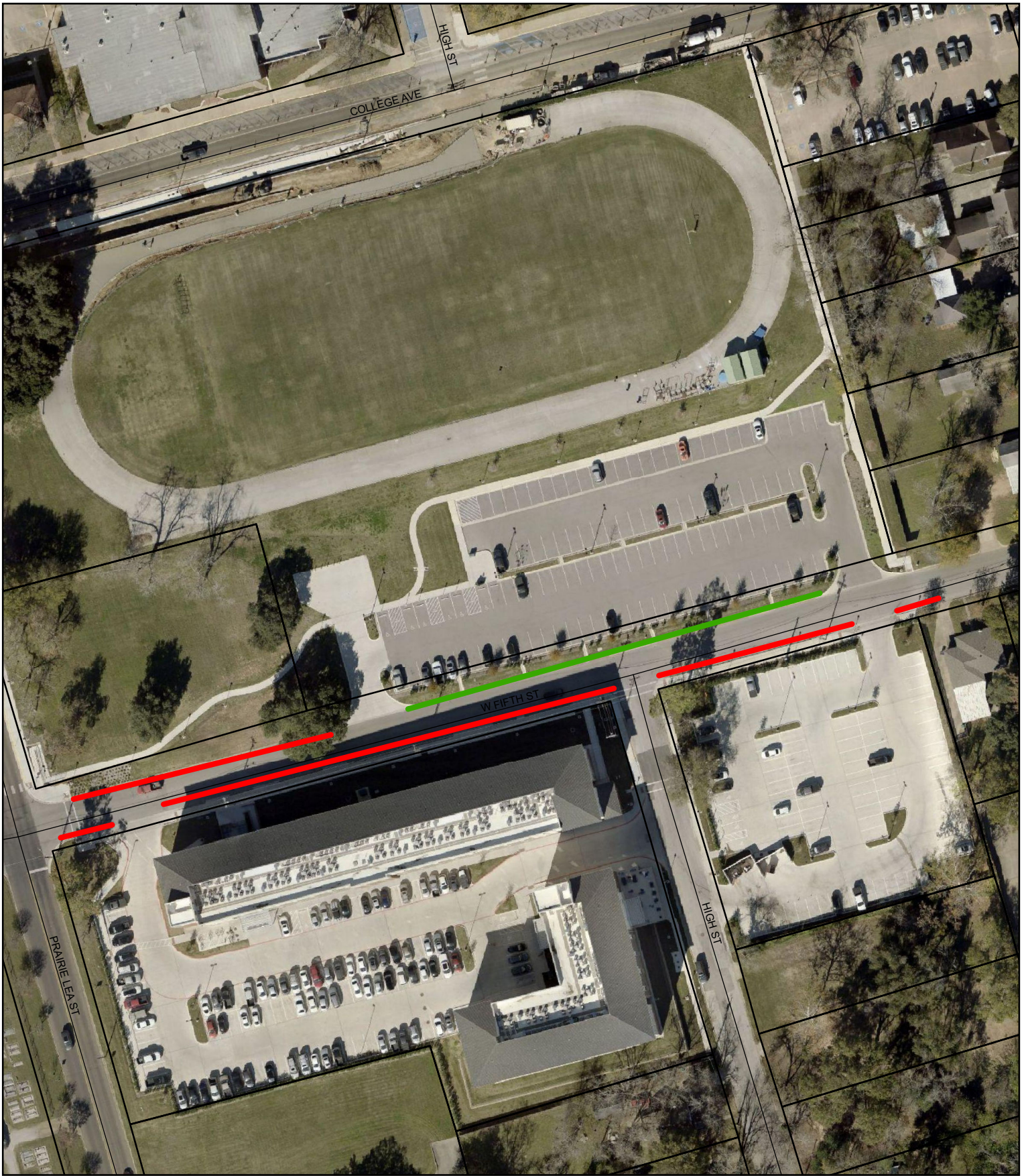
PASSED and APPROVED on its first reading this the ____ day of _____ 2024.

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

Atwood C. Kenjura.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Proposed No Parking

- Proposed No Parking Area
- Existing No Parking Area

1 inch = 100 feet





City Council Regular Meeting **AGENDA ITEM 7**

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

Meeting Date: October 17, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On September 17, 2024, the City of Brenham opened bids for Project 66C-16C (Rehabilitation of old Wastewater Treatment Plant), Project 66C-17C (Rehabilitation of the Process Aeration Blowers), and Project 66C-18C (UV Light disinfection System). All the projects are for rehabilitation and upgrades to the City of Brenham Wastewater Treatment Plant facility.

There was a total of 3 bids received with Stolz Mechanical Contractors, LLC being the lowest bidder, for a total bid price of \$5,406,500.00. The total bid price included two alternate bids: Alternative No. 1 - Project 66C-18C (UV Light disinfection System), and Alternative No. 2 - deduct for removal and sale of an existing aeration blower. Alternate No. 1 had a bid price of \$1,650,000.00, and Alternate No. 2 had a bid price of \$1,000.00. The City of Brenham Public Utilities Department has chosen not to move forward with Alternate No. 1 and Alternate No. 2 due to insufficient funding and value of the blower.

The total cost to proceed forward with Project 66C-16C (Rehabilitation of old Wastewater Treatment Plant), and Project 66C-17C (Rehabilitation of the Process Aeration Blowers) is \$3,755,500.00. Even with the removal of Alternate No. 1, the price of the projects exceeded the amount of ARPA Grant funding that we have in reserve. After discussion with the Finance Department, it was determined that these projects could be funded using ARPA Grant funding and FY 2024 Wastewater Bond Proceeds by changing the sewer main replacement on Church Street to an alternate bid that could be removed when bidding takes place on Project No. 65C-57C (FY2024 Sanitary Sewer Replacements).

Please see the project funding mechanism breakdown below:

- ARPA Grant Funding - \$3,157,808.00
- FY 2024 Wastewater Bonds - \$ 597,692.00

Based on Strand Associates recommendation and the referrals of other Municipalities, it has been determined that Stolz Mechanical Contractors, LLC is deemed to be responsible and capable of completing these projects. For this reason, The City of Brenham Public Utilities Department respectfully ask council to award Project 66C-16C (Rehabilitation of old Wastewater Treatment Plant), and Project 66C-17C (Rehabilitation of the Process Aeration Blowers) to Stolz Mechanical Contractors, LLC. for a total cost of \$3,755,500.00.

ATTACHMENTS:

1. Final Bid Tabulation Letter
2. Bid Tabulation Summary

RECOMMENDATION:

Award bid related to the Rehabilitation of the Wastewater Treatment Plant, Project No. 66C-16C, and the Rehabilitation of the Process Aeration Blowers, Project No. 66C-17C to Stolz Mechanical Contractors, LLC in the amount of \$3,755,500.00 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 23, 2024

Mr. Shawn Bolenbarr, Public Utilities Project Manager
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: ARPA Wastewater Treatment Plant Improvements
City of Brenham Project No. 66C-16C, -17C, and -18C
City of Brenham, Texas

Dear Shawn,

Bids for the above-referenced Project were opened on September 17, 2024. Three Bids were received with the resulting Bid tabulation enclosed.

Stolz Mechanical Contractors, LLC of Washington, Texas, was the apparent low Bidder at \$5,406,500. 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 not had previous experience with Stolz Mechanical Contractors, LLC.

If you determine that Stolz Mechanical Contractors, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 16 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Mark A. Rudolph, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.266\MAR:rlf\strand.com\allcompdata\BRE\Documents\Specifications\Archive\2024\Brenham, City of\3900.266.66C-16C,-17C,-18C\MAR\16 Specification Letters(a) Resulting Bid Tabulation\092324.docx

Bids Received: 2 P.M.
September 17, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
ARPA WASTEWATER TREATMENT PLANT IMPROVEMENTS
CITY OF BRENHAM PROJECT NO. 66C-16C, -17C, AND -18C

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Base Bid	Total Base Unit Price	Bid Alternative No. 1 (Deduct)	Bid Alternative No. 2 (Deduct)	Total Bid Price
Stolz Mechanical Contractors, LLC 15101 FM 1155 East Washington, TX 77880	5%	Yes	\$4,605,000.00	\$503,500.00	(\$1,650,000.00)	(\$1,000.00)	\$5,406,500.00
Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845	5%	Yes	\$5,165,000.00	\$321,750.00	(\$1,450,000.00)	(\$10,000.00)	\$5,784,750.00
Teal Services, LLC 4144 FM 244 Anderson, TX 77830	5%	Yes	\$5,177,476.00	\$390,000.00	(\$1,850,000.00)	(\$0.00)	\$5,865,476.00

Reviewed by: 



Bids Received: 2 P.M., September 17, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
ARPA WASTEWATER TREATMENT PLANT IMPROVEMENTS
CITY OF BRENHAM PROJECT NO. 66C-16C, -17C, AND -18C
TOTAL BASE UNIT PRICE TABULATION BREAKDOWN

				Stolz Mechanical Contractors, LLC 15101 FM 1155 East Washington, TX 77880		Dudley Construction, LLC 11370 State Highway 30 College Station, TX 77845		Teal Services, LLC 4144 FM 244 Anderson, TX 77830	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to exceed 10 percent of total Contract price excluding mobilization).	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 258,000.00	\$ 258,000.00	\$ 200,000.00	\$ 200,000.00
2.	Cash Allowances for Crack Repairs (Section 03 64 00-Crack Repairs)	50	LF	\$ 70.00	\$ 3,500.00	\$ 635.00	\$ 31,750.00	\$ 300.00	\$ 15,000.00
3.	Cash Allowances for Material Disposal (Section 02 54 13-Treatment Unit 1 Material Removal and Disposal)	500	CY	\$ 500.00	\$ 250,000.00	\$ 64.00	\$ 32,000.00	\$ 350.00	\$ 175,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 3					\$ 503,500.00		\$ 321,750.00		\$ 390,000.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 3					\$ 503,500.00		\$ 321,750.00		\$ 390,000.00

Reviewed by 



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon Award of Bid Related to Groundwater Supply Phase I, Project No. 63C-22C and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 17, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

On September 17, 2024, the City of Brenham opened bids for Project #63C-22C (Groundwater Supply-Phase 1). This project consists of rehabilitating the existing Loesch Street Jasper Aquifer water (approximate depth of 550ft to 800ft) and constructing one new Catahoula Aquifer water well (approximate depth of 800ft to 1500ft below ground level).

There was a total of 2 bids received with Hydro Resources-Mid Continent, INC. being the lowest bidder at \$1,864,560.00. This project came in over the initial bond funding amount. After discussion with the Finance Department, it was determined we could bid the Church Street water main replacement as an alternate bid that could be removed when bidding takes place on Project No.64C-70C (FY 2024 Water Main Replacements) to cover overature.

Strand Associates does have prior experience working with Hydro Resources-Mid Continent, INC. on other water well projects. Based on Strand Associates prior experience and the referrals of others, it has been determined that Hydro Resources-Mid Continent, INC. is deemed to be responsible and capable of completing the project.

The City of Brenham Public Utilities Department respectfully ask council to award Project #63C-22C (Groundwater Supply-Phase 1) to Hydro Resources-Mid Continent, INC. in the total amount of \$1,864,560.00. Please note that this project will be paid for with FY24 Bond proceeds.

ATTACHMENTS:

1. Final Bid Tabulation Letter.
2. Bid Tabulation Summary.

RECOMMENDATION:

Award of bid related to Groundwater Supply Phase I, Project No. 63C-22C to Hydro Resources-Mid Continent, Inc. in the amount of \$1,864,560.00 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 25, 2024

William Bissette, General Manager of Public Utilities
City of Brenham
200 West Vulcan Street
Brenham, TX 77833

Re: Groundwater Supply - Phase 1
Contract 63C-22C
City of Brenham, Texas

Dear William,

Bids for the above-referenced Project were opened on September 17, 2024. Two Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$1,864,560 was not less than ENGINEER's opinion of probable construction cost.

Hydro Resources - Mid Continent, Inc. of Creedmoor, Texas was the apparent low Bidder at \$1,864,560. The Bid included a Bid Bond for 5 percent and Addendum Nos. 1 and 2 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.[®] has previously worked with Hydro Resources - Mid Continent, Inc. on projects for water wells. For those projects, the owner(s) determined Hydro Resources - Mid Continent, Inc. to be responsible.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Kelly Hajek, P.E.

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3900.281\KMH\mds\BREN\Documents\Specifications\Archive\2024\Brenham, City of\3900.281.63C-22C.KMH\16) Specification Letters(a) Resulting Bid Tabulation\092524.docx

Bids Received: 3 P.M.
September 17, 2024

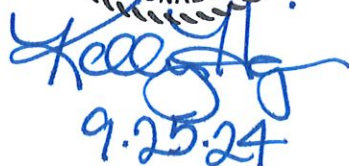
STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
GROUNDWATER SUPPLY - PHASE 1
CITY OF BRENHAM PROJECT NO.: 63C-22C

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Total Bid Price
Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610	5%	Yes	\$1,864,560.00
Alsay Incorporated 6615 Grant Road Houston, TX 77066	5%	Yes	\$2,345,400.00

Reviewed by:



Handwritten signature of Kelly M. Hajek and the date "9.25.24" in blue ink.

Bids Received: 3 P.M., September 17, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
GROUNDWATER SUPPLY - PHASE 1
CITY OF BRENHAM PROJECT NO.: 63C-22C
BID TABULATION BREAKDOWN

				Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610		Alsay Incorporated 6615 Grant Road Houston, TX 77066	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
General							
1.	Mobilization	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 274,000.00	\$ 274,000.00
2.	Excavation Safety	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 3,100.00	\$ 3,100.00
3.	Restoration (Hydromulch)	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 4,600.00	\$ 4,600.00
4.	Erosion Control	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 5,700.00	\$ 5,700.00
5.	Traffic Control and Regulation	1	LS	\$ 39,500.00	\$ 39,500.00	\$ 4,600.00	\$ 4,600.00
6.	Stabilized Construction Exit	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 61,500.00	\$ 61,500.00
Well No. 12							
7.	Video Survey	3	EA	\$ 1,250.00	\$ 3,750.00	\$ 2,500.00	\$ 7,500.00

				Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610		Alsay Incorporated 6615 Grant Road Houston, TX 77066	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
8.	Sonar-Jetting	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 30,000.00	\$ 30,000.00
9.	Wire-Brushing	1	EA	\$ 2,750.00	\$ 2,750.00	\$ 15,000.00	\$ 15,000.00
10.	Provide Water Samples	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 6,500.00	\$ 6,500.00
11.	Provide Test Pump	1	LS	\$ 2,650.00	\$ 2,650.00	\$ 50,000.00	\$ 50,000.00
12.	Install and Remove Test Pump	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
13.	Operate Test Pump	72	HRS	\$ 190.00	\$ 13,680.00	\$ 1,000.00	\$ 72,000.00
14.	Furnish Materials and Construct Additional Work Not Included in Other Bid Items Above as Required for a Complete Rehabilitated Water Well	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00
Well No. 14							
15.	Video Survey	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00
16.	Furnish and Install 32-IN Minimum Conductor Casing	30	VLF	\$ 1,500.00	\$ 45,000.00	\$ 1,000.00	\$ 30,000.00
17.	Provide Geophysical Logging, Logs, and Hydrologist Report	1	LS	\$ 63,500.00	\$ 63,500.00	\$ 30,000.00	\$ 30,000.00
18.	Provide Pilot Hole and Collect Formation Samples	1,150	VLF	\$ 117.00	\$ 134,550.00	\$ 250.00	\$ 287,500.00

				Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610		Alsay Incorporated 6615 Grant Road Houston, TX 77066	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
19.	Construct Test Well; Include Development, Capacity Testing for First Zone Tested, and Other Specified Work	1	LS	\$ 28,500.00	\$ 28,500.00	\$ 30,000.00	\$ 30,000.00
20.	Perform Test Well Development, Capacity Testing, and Other Specified Work for Additional Zone	1	EA	\$ 28,000.00	\$ 28,000.00	\$ 30,000.00	\$ 30,000.00
21.	Provide Water Samples	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 30,000.00	\$ 60,000.00
22.	Provide 30-IN Minimum Open Hole	350	VLF	\$ 806.00	\$ 282,100.00	\$ 250.00	\$ 87,500.00
23.	Provide 28-IN Minimum Open Hole	770	VLF	\$ 381.00	\$ 293,370.00	\$ 250.00	\$ 192,500.00
24.	Furnish and Install 24-IN OD Carbon Steel Casing	803	VLF	\$ 160.00	\$ 128,480.00	\$ 300.00	\$ 240,900.00
25.	Pressure Cement Grout Between Carbon Steel Casing and Bore Hole	800	VLF	\$ 108.00	\$ 86,400.00	\$ 100.00	\$ 80,000.00
26.	Furnish and Install 18-IN OD Carbon Steel Blank Liner Lapped Inside 24-IN Casing, Include Gravel Packing	80	VLF	\$ 295.00	\$ 23,600.00	\$ 200.00	\$ 16,000.00
27.	Furnish and Install 18-IN OD Carbon Steel Blank Liner in Underreamed Hole; Include Gravel Packing	190	VLF	\$ 225.00	\$ 42,750.00	\$ 200.00	\$ 38,000.00
28.	Furnish and Install 18-IN Wire Wrapped Stainless Steel Screen in Underreamed Hole Including Gravel Packing	160	VLF	\$ 468.00	\$ 74,880.00	\$ 750.00	\$ 120,000.00
29.	Provide Test Pump	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 50,000.00	\$ 50,000.00

				Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610		Alsay Incorporated 6615 Grant Road Houston, TX 77066	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
30.	Install and Remove Test Pump	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00
31.	Operate Test Pump	50	HRS	\$ 396.00	\$ 19,800.00	\$ 1,000.00	\$ 50,000.00
32.	Furnish Materials and Construct Additional Work Not Included in Other Bid Items Above as Required for a Complete Water Well Including Concrete Sealing Block	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 345,000.00	\$ 345,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 32					\$ 1,864,560.00		\$ 2,345,400.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 32					\$ 1,864,560.00		\$ 2,345,400.00

Reviewed by



City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon the Purchase of a Virtual Server Host and Storage System Equipment for the City of Brenham Information Technology Department through Contract No. DIR-TSO-3763 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: October 17, 2024

Department: Information Technology

Staff Contact: Kevin Schmidt, IT Manager

SUMMARY STATEMENT:

The attached proposal is for hardware and services to replace our virtual server hosts and storage system equipment. The new system will allow for continued growth of the IT needs of the City of Brenham. The VM Environment system contains all the City's internal server applications and data storage. The current system will be end-of-support early next year, and the replacement needs to be configured and tested prior to this time. This purchase was discussed during the budget workshops and included in the approved fiscal year 2024-25 budget.

This purchase is going to be made through the Dell DIR-TSO-3763 purchasing cooperative pricing.

ATTACHMENTS:

1. Weaver Quote for Virtual Server Hosts and Storage System Equipment

RECOMMENDATION:

Approve the purchase of a virtual server host and storage system equipment for the City of Brenham Information Technology Department from Weaver Technology through Contract No. DIR-TSO-3763 in the amount of \$199,607.13 and authorize the Mayor to execute any necessary documentation.



We have prepared a quote for you

Brenham, Tx - WT - Unity Hybrid

Quote # 002371
Version 1

Prepared for:

Brenham, Texas

Kevin Schmidt
kschmidt@cityofbrenham.org



Right IT Solution. Right Time. Right Reason.

Phone:

Email: coty.spengler@weavertech.us

Web: <https://www.weavertech.us>

 Purchasing Contract
Dell DIR-TSO-3763

Hardware

Description	Price	Qty	Ext. Price
PowerEdge R660	\$16,260.61	3	\$48,781.83
Unity XT HFA 15X3.5 DAE-1	\$21,145.63	1	\$21,145.63
Unity XT 380-1	\$87,156.60	1	\$87,156.60
Unity XT HFA 15X3.5 DAE-2	\$42,523.07	1	\$42,523.07
Subtotal:			\$199,607.13

Phone:

Email: coty.spengler@weavertech.us

Web: <https://www.weavertech.us>

Brenham, Tx - WT - Unity Hybrid



Prepared by:

Weaver Technologies, LLC

Coty Spengler
coty.spengler@weavertech.us

Ship To:

Brenham, Texas

200 W. Vulcan
Brenham, TX 77833
Kevin Schmidt
(979) 337-7288
kschmidt@cityofbrenham.org

Quote Information:

Quote #: 002371

Version: 1

Expiration Date: 11/01/2024

Quote Summary

Description	Amount
Hardware	\$199,607.13
Total:	\$199,607.13

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at https://www.weavertech.us/payment_terms.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Weaver Technologies, LLC

Brenham, Texas

Signature:

Coty Spengler

Name:

Coty Spengler

Title:

Account Executive

Date:

10/09/2024

Signature:

Name:

Kevin Schmidt

Date:

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660 Server	210-BEQQ	-	3	-
No Trusted Platform Module	461-AADZ	-	3	-
2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11	321-BHRW	-	3	-
Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800	338-CHTG	-	3	-
Intel Xeon Gold 6426Y 2.5G, 16C/32T, 16GT/s, 37.5M Cache, Turbo, HT (185W) DDR5-4800	338-CHTG	-	3	-
Additional Processor Selected	379-BDCO	-	3	-
No HBM	379-BFFD	-	3	-
Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W)	412-ABCJ	-	3	-
Performance Optimized	370-AAIP	-	3	-
5600MT/s RDIMMs	370-BBRX	-	3	-
No RAID	780-BCDI	-	3	-
PERC H355 Controller Front	405-ABCQ	-	3	-
Front PERC Mechanical Parts, rear load	750-ADRI	-	3	-
Performance BIOS Settings	384-BBBL	-	3	-
4 Very High Performance Fans for 2 CPU	384-BCUJ	-	3	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	3	-
Riser Config 1, Low Profile, 3x16 LP Slots (Gen4)	330-BBYX	-	3	-
Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above	329-BJJY	-	3	-
iDRAC9, Enterprise 16G	528-CTIC	-	3	-
Intel X710-T4L Quad Port 10GbE Base-T, OCP 3.0 Version 2	540-BFDQ	-	3	-
LOM Blank	540-BDMK	-	3	-
Standard Bezel	325-BEVE	-	3	-
Dell Luggage Tag	350-BCKC	-	3	-
BOSS Blank	403-BCID	-	3	-
No Quick Sync	350-BBXM	-	3	-
iDRAC Factory Generated Password for OCP cards	379-BETG	-	3	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
No Operating System	611-BBBF	-	3	-
No Media Required	605-BBFN	-	3	-
ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar (A15)	770-BECD	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
PowerEdge R660 Shipping	340-DBXZ	-	3	-
PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC	-	3	-
PowerEdge R660 CCC Marking, No CE Marking	343-BBTT	-	3	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	887-0988	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	887-0997	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	887-0999	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	887-1076	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	3	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	3	-
CoDeliver - ProDeploy Plus Dell Server R Series 1U/2U-Deployment	848-7545	-	3	-
ProDeploy Plus No Charge Training 300	848-7570	-	3	-
32GB RDIMM, 5600MT/s, Dual Rank	370-BBRY	-	48	-

960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXSW	-	6	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	6	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-

Unity XT HFA 15X3.5 DAE-1		
MFG Part#	Description	Qty
210-ASLH	Unity XT 3U 15x3.5 DAE FLD RCK	1
800-BBQV	Informational Purposes Only	1
379-BDPD	ISG Product (info)	1
876-4698	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED	1
876-4700	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS	1
876-4715	PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	1
876-4863	DELL HARDWARE LIMITED WARRANTY	1
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support visit //www.dell.com/contactdell	1
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1
870-5261	CoDeliver - ProDeploy Plus for Dell EMC Unity 15 25 Drive DAE	1
400-BFVT	D4 12TB NLSAS 15X3.5 DRIVE	7
470-AEBH	Unity 2x2M DAE SAS CBL	1
450-AILB	C13 Power Cord Pair NEMA5-15P plugs 2Mtr	1
826-9511	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On 5 Years	7

Unity XT 380-1		
MFG Part#	Description	Qty
210-ASNO	Unity XT 380 DPE 25 x 2.5 Dell FLD RCK LL	1
400-BGCM	D4 SYSPACK 4X3.2TB FLASH SSD 25X2.5	1
528-CNRZ	File Level Retention=IC	1
528-CNSB	Unity ISCSI=IC	1
528-CNSC	Unity NFS=IC	1
528-CNSD	File System Events Publishing=IC	1
528-CNSF	Unity VASA/vVols=IC	1
528-CNSG	Unity FAST Cache=IC	1
528-CNSH	Unity Replication=IC	1
528-CNSI	Unity Quality of service=IC	1
528-CNSJ	Unity ESA Adapter=IC	1
528-CNSK	Inline Compression=IC	1
528-CNSL	Unity EMC Proactive Assist=IC	1
528-CNSM	Cloud Tiering	1

528-CNSN	Unity Local Copies	1
528-CNSO	Unity Fibre Channel=IC	1
528-CNSP	Unity FAST VP=IC	1
528-CNSQ	Unity Antivirus=IC	1
528-CNSS	Operating System V4.0=IC	1
528-CNST	Unity CIFS=IC	1
528-CNSU	Unity Thin provisioning=IC	1
528-CNSV	Unity Unisphere=IC	1
528-CNSW	IP Multi-Tenancy=IC	1
406-BBNE	Unity CNA 4x1GBASE-T SFPs	1
343-BBMP	Unity 380 DPE Install Kit	1
379-BDOI	Pair of C13/C14 cables (Highline Power) or C19/C20 cables (480/680 Lowline Power) included with DPE	1
379-BDPD	ISG Product (info)	1
876-5041	PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	1
876-5044	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED	1
876-5047	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS	1
876-5068	DELL HARDWARE LIMITED WARRANTY	1
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support visit //www.dell.com/contactdell	1
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1
812-4019	ProDeploy Plus No Charge Training 800	1
870-5244	CoDeliver - ProDeploy Plus for Dell EMC Unity X80 DPE Hybrid and All Flash	1
826-9758	PROSUPPORT PLUS MISSION CRITICAL, SOFTWARE	1
400-BFXQ	D4 3.2TB SAS FLASH 25X2.5 SSD	8
565-BBID	UNITY 2X4 PORT IO 10GBASE-T	1
826-9574	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On 5 Years	12

Unity XT HFA 15X3.5 DAE-2

MFG Part#	Description	Qty
210-ASLH	Unity XT 3U 15x3.5 DAE FLD RCK	1
800-BBQV	Informational Purposes Only	1
379-BDPD	ISG Product (info)	1
876-4698	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED	1
876-4700	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS	1
876-4715	PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	1
876-4863	DELL HARDWARE LIMITED WARRANTY	1
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support visit //www.dell.com/contactdell	1
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1

870-5261	CoDeliver - ProDeploy Plus for Dell EMC Unity 15 25 Drive DAE	1
400-BFVT	D4 12TB NLSAS 15X3.5 DRIVE	15
470-AEBH	Unity 2x2M DAE SAS CBL	1
450-AILB	C13 Power Cord Pair NEMA5-15P plugs 2Mtr	1
826-9511	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Hard Disk Drive Add-On 5 Years	15



Right IT Solution. Right Time. Right Reason.

Servers + Unity XT 380
for **City of Brenham**

As requested by
Kevin Schmidt

October 3, 2024

Javier Prado
Enterprise Solutions Architect
Weaver Technologies

javier.prado@weavertech.us
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Scope of Work

Project Plan

Executive Summary

Customer would like to implement a new server cluster and storage solution for block and unstructured data.

Location and Hardware Overview

Services will be performed: Combination of Onsite and Remote

Location Address(s) where services will be performed (if onsite is selected):	200 W. Vulcan Street Brenham, TX 77833
Customer Initial and Confirmation of address:	

Weaver Project Kickoff Call

- Hold a project kickoff call with all stakeholders.
 - Define project roles and responsibilities
 - Review project scope as defined by the SOW
 - Review project timeline

Project Plan and Design

- Discover, verify, and document all current applicable equipment and configurations.
- Confirm current applicable equipment settings to see if they meet best practices as needed.
- Create a Design Document of recommended changes to customer as needed.
- Deliver and review Design Document for new equipment and rollout plan.

Dell Compute - PowerEdge R660

Note: Provider will deploy up to three [3] servers. The following configuration steps will be implemented where applicable.

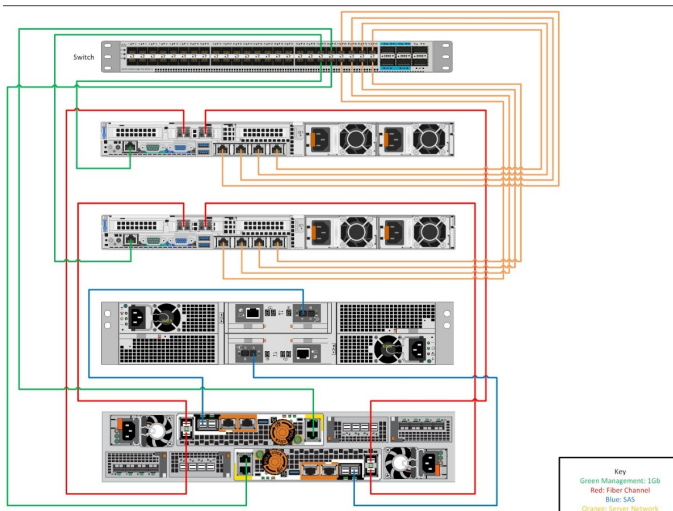
- Rack and cable servers in customer supplied rack.
- Verify available IP addresses and DNS entries have been created with customer.
- Upgrade firmware to latest recommended version.
- Deploy operating system / hypervisor on each node if applicable.
- Deploy management and configure cluster if applicable.
- Import each node and configure with storage volume for VM placement.
- Complete testing and validation of components, connectivity, and functionality.



Unity XT 380

Notes: Provider will deploy up to one (1) Unity XT 380 storage appliance in the customer supplied rack. It is also assumed that the customer had adequate power and PDUs to support the array. Illustration is for informational purposes only.

- Rack and stack up to one (1) Unity XT 380 storage array plus two (2) DAEs.
- IP and configure per the Pre Engagement Questionnaire.
- Upgrade firmware to latest recommended version
- Create volumes and access controls
- Configure SCG for phone home support



Project Closeout

- As built and or as deployed documentation.
 - A PDF of final documentation will be provided to the customer at the knowledge transfer.
- Knowledge transfer will be up to 4 hours.
- Hold a project closeout call with all stakeholders.
 - Confirm all tasks completed to satisfaction.
- Customer Acceptance Form to be returned same day as close out.

Additional Items for Consideration

The following items are optional add-ons:

☐ Block hours Less than 40 hours

\$225.00 × 10 \$2,250.00

Support hours that do not expire and can be used for anything. Submit a ticket by emailing support@weavertech.us to begin using these hours.

☐ Expedite Services Fixed Fee	\$2,500.00
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Project Specific Assumptions

- The T&M rate for out-of-scope work or wait time onsite is \$265 per engineer hour, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$265 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Weaver reserves the right to bill the customer upon the completion of milestones or phases if a project extends past two weeks.
- If Block Hours are purchased with this Scope of Work, then Weaver Technologies will invoice the Block Hours upon receiving a signed SOW or Purchase Order for this project.
- Implementation cancellations or aborts that occur within forty-eight (48) hours of the scheduled project start will be billed at fifty percent (50%) of the Services fee. Implementation cancellations or aborts that occur between two (2) to ten (10) business days prior to the scheduled project start will be billed at ten percent (10%) of the services fee. Implementation cancellations or aborts that occur more than ten (10) business days prior to the scheduled project start will not be billed.

Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. Provider will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Customer will be responsible for: (a) data migration of existing data unless otherwise agreed to by Provider; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for all required licensing and hardware. Any additional licensing or hardware that is required for completion of the project above and beyond what is included in any statement of work or bill of materials is the responsibility of the customer.
- Customer will provide Cisco Top of Rack connectivity for iSCSI fabric with existing model 3850 switches. Cabling is over 10Gb Base-T.

Terms

Timeframes

Services will be limited to a period not to exceed five (5) contiguous business days; provided, however, in the event the Customer suspends Provider's performance of the services, Provider's performance of this SOW shall be similarly suspended. Any such suspension will not count against the Services Schedule, nor will it result in any additional fees, costs, charges, or expenses.

Payment Criteria

Invoice/Payment Terms: Buyer's orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at https://www.weavertech.us/payment_terms.

Taxes: Provider's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires change orders that are approved in writing by Customer and Provider (email sufficient).

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and SOW is fully executed. Upon receipt of a signed SOW and Purchase Order, Provider will contact Customer promptly to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Termination

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this SOW. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the SOW, and second the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

Both parties agree to the terms and conditions outlined above.

COMPANY	CLIENT/CUSTOMER
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date