**NOTICE OF A REGULAR MEETING**
**THE BRENHAM CITY COUNCIL**
**THURSDAY, NOVEMBER 21, 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 - Councilmember Albert Wright**

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 17, 2024, Regular City Council Meeting**

   **4.b. Approve Resolution No. R-24-025 Amending the City of Brenham Human Resources Policy Manual**

   **4.c. Award Bid No. 25-003 for Caustic Soda to Brenntag Southwest in the Amount of $372.50 per Liquid Ton and Authorize the Mayor to Execute Any Necessary Documentation**

   **4.d. Approve Final Payment in the Amount of $123,622.90 to Solid Bridge Construction, LLC Related to the Carrington Lane Roadway and Drainage Improvements and Authorize the Mayor to Execute any Necessary Documentation**

   **4.e. Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Specialized Law Enforcement**

**Equipment and Service Subscription Renewals from CovertTrack in the Amount of $3,415.00 and Authorize the Mayor to Execute Any Necessary Documentation**

**4.f. Approve Amendment No. 2 to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Various Wastewater Projects Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of Treasury (Treasury) and Authorize the Mayor to Execute Any Necessary Documentation**

## WORK SESSION

**5. Presentation and Discussion on the City of Brenham 2025 Election**

## REGULAR SESSION

**6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget**

**7. Discuss and Possibly Act Upon Award of Bid Related to the 2024 Water Main and Sanitary Sewer Replacements, Project No. 65C-57C and Project No. 64C-70C and Authorize the Mayor to Execute Any Necessary Documentation**

**8. Discuss and Possibly Act Upon the Rejection of All Bids Submitted in Response to RFP No. 25-001 Related to the Brenham Municipal Airport Terminal Building HVAC Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

**9. Discuss and Possibly Act Upon the Approval of the Airport Project Participation Agreement (APPA) TxDOT CSJ No. 24AWBRENM through Texas Department of Transportation (TxDOT) for the Installation of a New Automated Weather Observing System (AWOS) at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

**10. Administrative/Elected Officials Report**

- **Electric Load Update**
- **Water Lead and Copper Project Update**

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

## EXECUTIVE SESSION

**11. Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge**

## 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, November 18, 2024 at 12:00 p.m.

*Jeana Bellinger, TRMC, CMC*
City Secretary

**Disability Access Statement:** This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested 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 17, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Mayor Atwood Kenjura
Councilmember Paul LaRoche

City of Brenham Staff Present:

City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, General Manager of Public Utilities William Bissette, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Fire Chief Mark Donovan, Assistant Fire Chief David Cella, Assistant Police Chief Curtiss Schoen, Economic & Community Development Director Teresa Rosales, Robin Hutchens, Shawn Bolenbarr, Richard O'Malley, Leigh Linden, and Kevin Schmidt.

Citizens/Others Present:

None

Media Present:

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

**1. Call Meeting to Order**

**2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Clint Kolby**

## 3. Citizen Comments

No citizen comments were heard.

## CONSENT AGENDA

## 4. Statutory Consent 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 Quicklert, Inc. for the Internal Phone Paging System in the Amount of $3,704.00 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 4.a. through 4.d. as presented.

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

## 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

Director of Public Works Dane Rau presented this item. Rau explained that this "T" intersection currently does not have a stop sign on Muse Street and technically should. Rau explained that the City has received several requests about the placement of a stop sign due to vehicles not stopping and just making the turn onto Harrington Street. Rau advised that once City staff looked at the intersection, a stop sign could easily be added which would make it mandatory to stop on Muse Street.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve an Ordinance on its first reading authorizing the placement of a stop sign on Muse Street at its intersection with Harrington Street.

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

**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**

Director of Public Works Dane Rau presented this item. Rau stated that no parking is recommended beginning at 805 W. Fifth westward, approximately 700 foot, ending at the intersection of W. Fifth and Prairie Lea (FM 389). Rau explained that 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.

Rau added that City staff will erect signs and Blinn will paint curbs as necessary to reflect the described areas for enforcement purposes once the second reading of this ordinance is approved.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve an Ordinance on its first reading providing No Parking Zones on West Fifth Street in the City of Brenham.

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

**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**

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in September 2024 the City opened bids for the rehabilitation of the old Wastewater Treatment Plant and the UV light disinfection system. Bolenbarr stated that of the three bids received, Stolz Mechanical Contractors, LLC came in lowest at $3,755,500.00. Bolenbarr explained that these projects exceeded the amount of the ARPA grant funding and after some discussion with staff it was determined that the difference would be made up with FY2024 water bond proceeds.

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

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

**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**

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in September 2024 the City opened bids for Groundwater Supply-Phase 1 which consists of rehabilitating the existing Loesch Street Jasper Aquifer water well and constructing one new Catahoula Aquifer water well. Bolenbarr explained that Hydro Resources-Mid Continent, Inc. submitted the lowest bid of $1,864,560.00, which came in over the initial bond funding amount. Bolenbarr explained that this project will be paid for with FY24 Bond proceeds.

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

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

**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**

IT Manager Kevin Schmidt presented this item. Schmidt explained that this proposal is for hardware and services to replace our virtual server hosts and storage system equipment. Schmidt explained that the new system will allow for continued growth of the IT needs of the City. Schmidt stated that the VM Environment system contains all the City's internal server applications and data storage and that the current system will be end-of-support early next year, and the replacement needs to be configured and tested prior to this time.

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

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

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

**No:** None

**Absent:** Mayor Kenjura, Councilmember LaRoche

**10. Administrative/Elected Officials Report**

Director of Administrative Services/City Secretary Jeana Bellinger stated there were no items to report on.

**ADJOURN**

________________________________
Clint Kolby
Mayor Pro Tem

________________________________
Jeana Bellinger, TRMC, CMC
City Secretary

City Council Regular Meeting

# AGENDA ITEM 4.b

**Agenda Item:** **Approve Resolution No. R-24-025 Amending the City of Brenham Human Resources Policy Manual**

**Meeting Date:** November 21, 2024

**Department:** HR and Risk Management

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

## SUMMARY STATEMENT:

Senate Bill 1893 specifically requires municipalities to adopt a policy that (1) prohibits the installation or use of the covered applications (TikTok), including software applications, and specific hardware and equipment manufacturers on any device owned or leased by the municipality, and (2) requires the municipality to remove the prohibited covered technology or applications from those devices.

See attached memo for additional information.

## ATTACHMENTS:

1. Memo - Senate Bill 1893 Policy Amendment
2. R-24-025 to revise HR Policy 11-2024 final
3. Prohibited Technology and Covered Applications Policy

## RECOMMENDATION:

Approve Resolution No. R-24-025 amending the City of Brenham Human Resources Policy Manual.

**MEMORANDUM**

To: Mayor Kenjura and City Councilmembers

From: Susan Nienstedt – Director of HR and Risk Management

Subject: Amendment to the Human Resources Policy Manual

Date: November 20, 2024

During the last legislative session, the Texas legislature passed the Senate Bill 1893, which prohibits the use of TikTok and certain other social media applications and services on governmental devices. The bill went into effect on September 1, 2023, with Governor Abbott's directive, that the Texas Department of Information Resources (DIR) and the Texas Department of Public Safety (DPS) would develop a model policy for governmental entities to use in developing their own local policy. The DIR and DPS recently published a model policy in September with the requirement that municipalities adopt their own policy by November 20, 2024.

Senate Bill 1893 specifically requires municipalities to adopt a policy that (1) prohibits the installation or use of the covered applications (TikTok), including software applications, and specific hardware and equipment manufacturers on any device owned or leased by the municipality, and (2) requires the municipality to remove the prohibited covered technology or applications from those devices.

As noted in the policy, to protect against ongoing and emerging technological threats the DPS and DIR agencies will regularly monitor and evaluate additional social media applications and services that pose a risk. As the Governor proclaims additional areas of risk that are subject to this policy, the City of Brenham will take measures to ensure compliance with the prohibited technologies.

The Prohibited Technology and Covered Applications Policy proposed today will formally be added to the Human Resources Policy Manual as an amendment by the Resolution adopted today. The policy has been provided to all current City of Brenham employees effective November 20, 2024, and future employees will receive the policy as part of the HR Policy Manual as amended today.

# RESOLUTION NO. R-24-025

## A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF BRENHAM HUMAN RESOURCES POLICY MANUAL

**WHEREAS**, the Brenham City Council desires to establish certain policies and provide direction for certain matters affecting employment, employees, and related benefits; and

**WHEREAS**, the City of Brenham Human Resources Policy Manual was adopted by City Council on February 7, 2019, and most recently revised with the passage of Resolution No. R-20-022 on June 4, 2020; and

**WHEREAS**, since that time, the Texas Legislature passed Senate Bill 1893, which prohibits the installation and use of certain applications on City-owned and -leased devices, and

**WHEREAS**, on September 1, 2023, City of Brenham ("City") staff were advised of the passage of Senate Bill 1893, and directed to immediately comply by removing any prohibited applications from devices owned or leased by the City; and

**WHEREAS**, City staff has prepared revisions to the Human Resources Policy Manual which reflect the requirements of Senate Bill 1893; and

**WHEREAS**, it is in the best interest of the City of Brenham to adopt such revisions and amendments to the Human Resources Policy Manual;

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

**Section 1**: That the recitals set forth above are incorporated herein for all purposes as if fully set forth in the body of this Resolution.

**Section 2**: That the City Council of the City of Brenham hereby adopts the amendment as set forth in the Human Resources Policy Manual for the City of Brenham attached hereto as "Exhibit A" and incorporated herein for all purposes.

**Section 3:** That this Resolution shall be in full force and effect, effective November 20, 2024, after its passage and approval according to law.

**PASSED and APPROVED** this the 21st day of November, 2024.

______________________________
Atwood C. Kenjura
Mayor

**ATTEST:**

______________________________
Jeana Bellinger, TRMC, CMC
City Secretary

## Prohibited Technology and Covered Applications Policy

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on governmental entity devices.

Pursuant to Senate Bill 1893, governmental entities, as defined as a political subdivision of this state, including a municipality, county, or special purpose district, must establish a covered applications policy.

This policy applies to all City of Brenham full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All City of Brenham employees are responsible for complying with this Policy.

**A covered application is:**

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.
- All prohibited technologies, including applications, software, hardware, or technology providers on DIR's prohibited technology list posted on its website, or otherwise published by DIR.

**Covered Applications on City-owned or leased devices**

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all City-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices,

The City of Brenham will identify, track, and manage all City-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- Prohibit the installation of a covered application.
- Prohibit the use of a covered application.
- Remove a covered application from a City-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- Remove an application from a City-owned or -leased device if the Governor issues a proclamation identifying it as a covered application or it is identified on DIR's prohibited technology list.

**Prohibited Technology/Applications**

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services (technology and/or applications) that pose a risk to this state. DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this Policy.

If the Governor identifies an item on the DIR-posted list described by this section, then the City of Brenham will remove and prohibit the covered technology/application. Additionally, the City will remove an application from a City-owned or -leased device if it is identified on DIR's prohibited technology list.

The City of Brenham may also prohibit social media applications or technology/services in addition to those specified by proclamation of the Governor.

**Covered Application Exceptions**

The City of Brenham may permit exceptions authorizing the installation and use of a covered application on City-owned or -leased devices consistent with the authority provided by Government Code Chapter 620, which 620.004 only allows City of Brenham to install and use a covered application on an applicable device to the extent necessary for:

1. Providing law enforcement; or
2. Developing or implementing information security measures.

If the City of Brenham authorizes an exception allowing for the installation and use of a covered application, the City of Brenham must use measures to mitigate the risks posed to the City during the application's use. The City of Brenham must document whichever measures it took to mitigate the risks posed to the City during the use of the covered application.

**Compliance**

All City of Brenham employees confirm their understanding of this Prohibited Technology and Covered Applications Policy by acknowledging the receipt of the Human Resources Policy Manual upon hire, and revisions to this Policy are adopted by the City.

The City of Brenham will verify compliance with this Policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this Policy may be subject to disciplinary action up to and including termination of employment.

City of BRENHAM

City Council Regular Meeting
# AGENDA ITEM 4.c

| | |
|---|---|
| **Agenda Item:** | **Award Bid No. 25-003 for Caustic Soda to Brenntag Southwest in the Amount of $372.50 per Liquid Ton and Authorize the Mayor to Execute Any Necessary Documentation** |
| **Meeting Date:** | November 21, 2024 |
| **Department:** | Public Utilities |
| **Staff Contact:** | Jerry Saldivar, Water Systems Superintendent |

**SUMMARY STATEMENT:**

On November 6, 2024, the City of Brenham opened bids for Caustic Soda to be delivered to the Brenham Water Treatment Plant. We received four (4) bids. Staff recommends awarding the bid to Brenntag Southwest in the amount of $372.50 per liquid ton or $125,718.75 annually with an estimated annual quantity of 337.5 tons. This is an increase from the previous bid amount in 2021 of $345.00/ton. The contract would be effective beginning the date of award by Council. Our current contract expired with Univar Solutions on November 18th. This contract will be for one (1) year with firm bid pricing allowing two (2) one-year renewals.

**ATTACHMENTS:**

1. Bid Tabulation Form 25-003

**RECOMMENDATION:**

Approved the award of Bid No. 25-003 for Caustic Soda to Brenntag Southwest in the amount of $372.50 per liquid ton and authorize the Mayor to execute any necessary documentation.

# *Contract for Caustic Soda*

## 25-003

## Wednesday, November 6, 2024 @ 2PM

| BIDDERS | Bid Received Date/Time | UNIT PRICE/TON | EXTENDED PRICE | NOTES |
|---|---|---|---|---|
| **PVS DXI** | 11-6-24 11:50am SH | $ 461.30 | $155,688.75 | |
| **Univar Solutions** | 11-6-24 1:20pm JB | $399.73 | $134,908.86 | |
| **Brenntag Southwest** | 11-5-24 11:09am Electronic | $372.50 | $125,718.75 | |
| **Pencco, Inc.** | 11-5-24 9:29am Electronic | $405.385 | $136,817.44 | |
| | | $ | $ | |
| | | $ | $ | |

City of BRENHAM

City Council Regular Meeting

# AGENDA ITEM 4.d

| | |
|---|---|
| **Agenda Item:** | **Approve Final Payment in the Amount of $123,622.90 to Solid Bridge Construction, LLC Related to the Carrington Lane Roadway and Drainage Improvements and Authorize the Mayor to Execute any Necessary Documentation** |
| **Meeting Date:** | November 21, 2024 |
| **Department:** | Public Works |
| **Staff Contact:** | Dane Rau, Director of Public Works |

## SUMMARY STATEMENT:

On March 21, 2024, the City Council awarded Solid Bridge Construction LLC work related to street and drainage improvements along Carrington Ln. The contracted amount was $567,979. The majority of the funds ($350,000) came from a TDA Community Development Block Grant, and the remainder from street certificate of obligations and the drainage utility fund.

The scope of work consisted of widening the old roadway to 26 feet of new asphalt rather than the original 20 feet, adding concrete curb and gutter, adding a cul-de-sac for better maneuverability, as well as inlets and drainage pipe that provide adequate drainage to this area. This area was annexed in 2008.

Solid Bridge Construction LLC has completed the work, and it looks amazing. This was a huge improvement to this area that will help the residents greatly. The project did not have any change orders, and it will come with a 1 yr warranty. We are proud to bring this upgrade to Carrington Ln and appreciate the support from Strand and Associates, TDA, Solid Bridge Construction and the residents of Carrington Ln.

We ask that Council approve the Final Payment to Solid Bridge Construction LLC in the amount of $123,622.90.

## ATTACHMENTS:

1. Pay App No. 3 & Final
2. Carrington Lane Pictures
3. Conditional Waiver and Release on Final Payment
4. Certificate of Final Completion
5. Certificate of Construction Completion

## RECOMMENDATION:

Approve final payment in the amount of $123,622.90 to Solid Bridge Construction, LLC related to the Carrington Lane Roadway and Drainage Improvements and authorize the Mayor to execute any necessary documentation.

SUMMARY SHEET
(Use with AP2 or AP3)

# APPLICATION FOR PAYMENT

OWNER: City of Brenham, Texas

PROJECT: 2021 TxCDBG TDA Street and Drainage Imp.

CONTRACTOR: Solid Bridge Construction, LLC

CONTRACT: TxCDBG No. CDV21-0325

FOR PERIOD ENDING: 10/31/2024

PAYMENT APPLICATION DATE: 10/31/2024

PAYMENT APPLICATION NO.: 3

| CONTRACT AMOUNT | |
|---|---|
| ORIGINAL CONTRACT AMOUNT | $ 567,979.00 |
| PLUS: ADDITIONS TO CONTRACT | $ 0.00 |
| LESS: DEDUCTIONS FROM CONTRACT | $ 0.00 |
| ADJUSTED CONTRACT AMOUNT TO DATE | $ 567,979.00 |

| WORK PERFORMED | |
|---|---|
| COST OF WORK COMPLETED | $ 567,979.00 |
| PLUS MATERIALS STORED (ATTACH SCHEDULE) | $ 0.00 |
| NET AMOUNT EARNED TO DATE | $ 567,979.00 |
| LESS AMOUNT OF RETAINAGE | $ 0.00 |
| SUBTOTAL | $ 567,979.00 |
| LESS PREVIOUS PAYMENTS | $ 444,356.10 |
| AMOUNT DUE THIS APPLICATION | $ 123,622.90 |

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest of encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

☒ Required lien waivers attached.

Dated 10/31/2024

Solid Bridge Construction
CONTRACTOR

By [signature]
(Authorized Signature)

By Travis Hanus
(Print Name)

MITCHELL PATTERSON
Notary Public, State of Texas
Comm. Expires 02-10-2025
Notary ID 132922202

Sworn to and subscribed before me on the 31st day of October, 2024

[signature]
(Notary Public in and for the State of Texas)

Payment of the above AMOUNT DUE THIS APPLICATION is approved by

Dated _____, _____

By ________________
(Authorized Signature–OWNER)

By ________________
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended by

Dated 11-05, 2024

STRAND ASSOCIATES, INC.®

By [signature]
(Authorized Signature)

By Brent Gaskamp
(Print Name)

## APPLICATION FOR PAYMENT NO. 3

TO OWNER: City of Brenham
FROM CONTRACTOR: SOLID BRIDGE CONSTRUCTION, 3104 INTERSTATE 45 SOUTH, NEW WAVERLY, TX 77358
PROJECT: City of Brenham 2021 TxCDBG TDA Street and Drainage Improvements
TxCDBG No. CDV21-0325

CONTRACT AWARDED: March 21, 2024
PERIOD FROM: July 18, 2024
CONST. TIME ALLOTED:

NOTICE TO PROCEED: June 3, 2024
PERIOD TO: October 31, 2024
TIME USED:

| ITEM | BASE BID | CONTRACT QUANTITY | UNIT | PREVIOUS PERIOD | CURRENT PERIOD | TOTAL | UNIT PRICE | TOTAL VALUE OF WORK COMPLETED |
|---|---|---|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | 1 | 0 | 1 | $ 30,000.00 | $ 30,000.00 |
| 2 | SWPPP | 1 | LS | 1 | 0 | 1 | $ 4,500.00 | $ 4,500.00 |
| 3 | Perform Vegetation Clearing and Grubbing | 1 | LS | 1 | 0 | 1 | $ 7,500.00 | $ 7,500.00 |
| 4 | Remove and Dispose of Existing Concrete Valley Gutter Pavement | 30 | SY | 30 | 0 | 30 | $ 25.00 | $ 750.00 |
| 5 | Remove and Dispose of 12-IN CMP | 55 | LF | 55 | 0 | 55 | $ 15.00 | $ 825.00 |
| 6 | Remove and Dispose of Existing Chain Link Fence and Two Gates | 177 | LF | 177 | 0 | 177 | $ 7.00 | $ 1,239.00 |
| 7 | Remove and Dispose of Existing Concrete Sidewalk | 40 | SF | 40 | 0 | 40 | $ 8.00 | $ 320.00 |
| 8 | Remove and Dispose of Existing Concrete Driveway | 1760 | SF | 1760 | 0 | 1760 | $ 4.00 | $ 7,040.00 |
| 9 | Remove and Dispose of Existing Utility Post | 1 | EA | 1 | 0 | 1 | $ 250.00 | $ 250.00 |
| 10 | Relocate Existing Fire Hydrant and Hydrant Lead | 1 | EA | 1 | 0 | 1 | $ 4,250.00 | $ 4,250.00 |
| 11 | Adjust Existing Water Service | 10 | EA | 10 | 0 | 10 | $ 650.00 | $ 6,500.00 |
| 12 | Extend and Adjust Existing Water Meter to Finished Grade | 3 | EA | 3 | 0 | 3 | $ 1,150.00 | $ 3,450.00 |
| 13 | Adjust Existing Sanitary Sewer Service | 11 | EA | 11 | 0 | 11 | $ 1,150.00 | $ 12,650.00 |
| 14 | Cement Stabilization of Materials in Place, 8-IN | 2945 | SY | 2945 | 0 | 2945 | $ 7.00 | $ 20,615.00 |
| 15 | Cement Treatment, Road Mixed (5% by Dry Weight For Quantity Estimating Purposes) | 55 | T | 55 | 0 | 55 | $ 310.00 | $ 17,050.00 |
| 16 | Hot Mix Asphaltic Concrete Pavement, Type D | 330 | T | 0 | 330 | 330 | $ 225.00 | $ 74,250.00 |
| 17 | Reinforced Concrete Curb and Gutter with piers, CIP | 1620 | LF | 1620 | 0 | 1620 | $ 32.00 | $ 51,840.00 |
| 18 | Reinforced Concrete Valley Gutter Pavement | 30 | SY | 30 | 0 | 30 | $ 95.00 | $ 2,850.00 |
| 19 | Reinforced Concrete Sidewalk, 4-IN | 20 | SF | 20 | 0 | 20 | $ 20.00 | $ 400.00 |
| 20 | Reinforced Concrete Driveway, 6-IN | 558 | SY | 558 | 0 | 558 | $ 60.00 | $ 33,480.00 |
| 21 | 6-IN Flex Base Driveway, CIP | 202 | SY | 202 | 0 | 202 | $ 45.00 | $ 9,090.00 |
| 22 | Install New 12-Inch RCP Class III, Complete in Place | 573 | LF | 573 | 0 | 573 | $ 80.00 | $ 45,840.00 |
| 23 | Install New 18-Inch RCP Class III, Complete in Place | 734 | LF | 734 | 0 | 734 | $ 110.00 | $ 80,740.00 |
| 24 | Furnish and Install 3-FT by 3-FT Junction Box, CIP | 2 | EA | 2 | 0 | 2 | $ 5,100.00 | $ 10,200.00 |
| 25 | Furnish and Install 5-FT Curb Inlet, CIP | 1 | EA | 1 | 0 | 1 | $ 7,500.00 | $ 7,500.00 |
| 26 | Furnish and Install 5-FT Curb Inlet under pavement, CIP | 4 | EA | 4 | 0 | 4 | $ 7,500.00 | $ 30,000.00 |
| 27 | Move and Relocate Sign on New Sign Base | 2 | EA | 2 | 0 | 2 | $ 500.00 | $ 1,000.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 28 | Provide Trench Safety for all Storm Sewer and Utility Relocations, All Trench Depths | 1500 | LF | 1500 | 0 | 1500 | $ 2.00 | $ 3,000.00 |
| 29 | Excavation, Grading, and Shaping | 1 | LS | 1 | 0 | 1 | $ 50,000.00 | $ 50,000.00 |
| 30 | Traffic Control According to the Texas Manual on uniform Traffic Control Devices (TMUTCD) | 1 | LS | 1 | 0 | 1 | $ 18,500.00 | $ 18,500.00 |
| 31 | Construction Materials Testing | 1 | LS | 1 | 0 | 1 | $ 8,500.00 | $ 8,500.00 |
| 32 | Site Restoration, Seeding, and Cleanup | 1 | LS | 1 | 0 | 1 | $ 16,850.00 | $ 16,850.00 |
| 33 | Perform Water Line Lowering | 2 | EA | 2 | 0 | 2 | $ 3,500.00 | $ 7,000.00 |

| | | |
|---|---|---|
| Original Contract: | $ | 567,979.00 |
| Plus Additions: | $ | - |
| Less Deductions: | $ | - |
| Adjusted Contract: | $ | 567,979.00 |

| | | |
|---|---|---|
| Value of Work Performed to Date | $ | 567,979.00 |
| Plus Materials Stored at Close of Period | $ | - |
| Net Amt Earned to Date | $ | 567,979.00 |
| Less 10% Retainage | $ | - |
| Subtotal | $ | 567,979.00 |
| Less Previous Pay Applications | $ | 444,356.10 |
| **Amount** | **$** | **123,622.90** |

**AFFIDAVIT & CERTIFICATION OF PAY APPLICATION BY CONTRACTOR**

STATE OF TEXAS
COUNTY OF ____Walker____________

WHEREAS, the undersigned, ______________________ Travis Hanus ______________________, who being duly sworn, on oath, says that he is the legal representative of Solid Bridge Construction, has been employed by City of Brenham to furnish labor and materials for the installation of the City of Brenham 2021 TxCDBG TDA Street and Drainage Improvements in Brenham, TX

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

BY: ______________________ DATE: 10/31/2024
SOLID BRIDGE CONSTRUCTION

PRINTED NAME: Travis Hanus TITLE: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 31st DAY OF October, 2024

______________________
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS.

MITCHELL PATTERSON
Notary Public, State of Texas
Comm. Expires 02-10-2025
Notary ID 132922202

RECOMMENDED BY: ______________________ DATE: 11-05-24
STRAND ASSOCIATES, INC.

APPROVED BY: ______________________ DATE:
CITY OF BRENHAM

Carrington Lane (Before)


Carrington Lane (After)

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Brenham Street and Drainage Improvements

Job No. TxCDBG No. CDV21-0325 24-703 App #3 Final

On receipt by the signer of this document of a check from City of Brenham (maker of check) in the sum of $ 123,622.90 payable to Solid Bridge Construction (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Brenham (owner) located at 2607 Old Chappell Hill Road, Brenham TX 77833 (location) to the following extent: Brenham Street and Drainage Improvements (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to City of Brenham (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

EXECUTED this 31st day of October, 20 24 .

Solid Bridge Construction
[name of company]

By: [signature]
Name: Travis Hanus
Title: Vice President

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME by the said Travis Hanus on this the 31st day of October, 20 24 to certify which witness my hand and official seal of office.

[signature]
Notary Public, State of Texas

MITCHELL PATTERSON
Notary Public, State of Texas
Comm. Expires 02-10-2025
Notary ID 132922202

## Document 00641

## CERTIFICATE OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: 2021 TxCDBG TDA Street and Drainage Improvements

Project No.: TxCDBG Contract No. CDV21-0325

Contract Dated: [*Contract Date*] 6-3-2024

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Travis Hanus who, being by me duly sworn, on his oath says that he or she represents Solid Bridge Construction, the Contractor who has performed a contract with the City of Brenham for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

______________________
Affiant's Signature

SWORN AND SUBSCRIBED before me on 10-31-2024
Date

MITCHELL PATTERSON
Notary Public, State of Texas
Comm. Expires 02-10-2025
Notary ID 132922202
NOTARY PUBLIC
STATE OF TEXAS

______________________
Notary Public in and for the State of TEXAS

Mitchell Patterson
Print or type name

My Commission Expires: 2-10-2025
Expiration Date

THIS IS TO STATE that I have observed the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work to the best of my knowledge and belief.

______________________
Resident Project Representative

______________________
Engineer

Approved:

______________________
[*Title of Approval Authority*], [*Contracting Department*]

END OF DOCUMENT

# Certificate of Construction Completion (COCC)
(Submit one for each Prime Construction Contract)

Grant Recipient: City of Brenham ARP Contract No: CDV21-0325

**This is to certify** that all construction work has been completed and a final inspection of the project described below was conducted on the 16th day of September, 2024. Contract was entered into on the 2nd day of April, 2024 between the city of Brenham and Solid Bridge Construction for the construction of the 2021 TxCDBG TDA Street and Drainage Improvements.

**This is to further certify that:**

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.

2. The sum of $ 0, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from prevailing wage compliance.

3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.

4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

| | | |
|---|---|---|
| 6. | Amount of Original Contract | $567,979.00 |
| | Cumulative Change Orders | $0 |
| | Final Amount of Contract | $567,979.00 |
| | Less Previous Payments | $444,356.10 |
| | Less Deductions (from #2 above) | $444,356.10 |
| | FINAL PAYMENT (Balance) | $123,622.90 |

7. The Final Payment above is now due and payable.

**Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:**

**Engineer**
PROJECT MANAGER
Title
STRAND ASSOCIATES, INC.
Firm

**Contractor**
Travis Hanus V.P.
Title
Solid Bridge construction.
Firm

**Chief Elected Official/Designee**

Title

City / County

City Council Regular Meeting

# AGENDA ITEM 4.e

**Agenda Item:** **Approve the Use of Seized Narcotic Funds for the City of Brenham Police Department for the Purchase of Specialized Law Enforcement Equipment and Service Subscription Renewals from CovertTrack in the Amount of $3,415.00 and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:** November 21, 2024

**Department:** Police

**Staff Contact:** Steven Eilert, Police Sergeant

## SUMMARY STATEMENT:

The Brenham Police Department, with its longstanding commitment to public safety, has been utilizing surveillance equipment, particularly through our dedicated Crime Reduction Unit (CRU). This advanced technology plays a crucial role in our ongoing efforts to mitigate criminal activity throughout the city. We have successfully employed this equipment to address a variety of felony offenses, contributing to a safer community.

By allowing the purchase of updated equipment and subscription renewal, we will significantly enhance public safety. These tools will allow our agency to prevent and investigate crimes more effectively. With improved surveillance capabilities, we can collect critical evidence that is often vital in solving cases and prosecuting offenders. Moreover, a surveillance presence serves as a deterrent to potential criminal activity, fostering a sense of security among residents and visitors alike.

Importantly, this proposed expenditure will have no adverse effect on our department's budget. Additionally, it will not require any extra funding from the city during this fiscal year, allowing us to enhance our capabilities without affecting other resources.

## ATTACHMENTS:

None

## RECOMMENDATION:

Approve the use of seized narcotic funds for the City of Brenham Police Department for the purchase of specialized law enforcement equipment and service subscription renewals from CovertTrack in the amount of $3,415.00 and authorize the Mayor to execute any necessary documentation.

City of BRENHAM

City Council Regular Meeting

# AGENDA ITEM 4.f

**Agenda Item:** **Approve Amendment No. 2 to the Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to Various Wastewater Projects Funded Through the American Rescue Plan Act (ARPA) and Administered by the United States Department of Treasury (Treasury) and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:** November 21, 2024

**Department:** Public Utilities

**Staff Contact:** Shawn Bolenbarr, Public Utilities Project Manager

## SUMMARY STATEMENT:

On October 13, 2022, the City of Brenham entered into a Professional Services Agreement with Strand Associates for engineering services related to 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). Strand was to provide permitting, topographic survey, design, bidding-related, and construction-related services for the wastewater ARPA-funded projects in an amount not to exceed $391,000.00.

On September 5, 2024, Council approved Amendment No. 1 which, increased not to exceed amount to $414,500.00. The Amendment was for additional design work 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).

On October 28, 2024, the City of Brenham received Amendment No. 2 which reduced the engineering cost by $19,000.00. The price reduction is for the removal of construction related services for Project 66C-18C (UV Light Disinfection System). Please note that this project was bid out as an alternate bid and due to insufficient funding, we will not move forward with the UV Light Disinfection System. By approving Amendment #2, the new not to exceed amount will be $395,500.00.

## ATTACHMENTS:

1. Amendment NO.2 to the American Rescue Plan Act (ARPA) Agreement

## RECOMMENDATION:

Approve Amendment No. 2 to the Professional Services Agreement between the City of Brenham and Strand Associates, Inc. related to various wastewater projects, which will reduce the not to exceeed amount to $395,500.00, and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 2 TO THE OCTOBER 13, 2022**
**AMERICAN RESCUE PLAN ACT (ARPA)**
**AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City and Firm agree to amend the referenced Agreement as follows:

**Under PART I–AGREEMENT**, Item No. 6 Compensation and Method of Payment, CHANGE $414,500 to "$395,500."

**PART II–SCOPE OF SERVICES, Project Understanding,**
Add the following:
"UV light disinfection system to replace the existing chlorination system at the WWTP will not be advanced into construction."

**Part II - SCOPE OF SERVICES, Construction-Related Services,**
Under Item No. 1,
Change 540-day construction to "520-day construction."

Under Item No. 2,
Change 290 hours to "238 hours."

IN WITNESSETH WHEREOF, the parties hereto have made and executed this Amendment.

BY: ______________________________
(Local City Official)

Atwood C. Kenjura
(Printed Name)

Mayor
(Title)

BY: Joseph M Bunker
(Firm's Authorized Representative)

Joseph M. Bunker
(Printed Name)

Corporate Secretary
(Title)

City Council Regular Meeting

# AGENDA ITEM 5

**Agenda Item:** **Presentation and Discussion on the City of Brenham 2025 Election**

**Meeting Date:** November 21, 2024

**Department:** Administration

**Staff Contact:** Jeana Bellinger, City Secretary

## SUMMARY STATEMENT:

The City Secretary's Office is preparing for two (2) elections on May 3, 2025:

- General Election for four (4) Council member positions (2 at-large and 2 wards); and
- Special Election for amendments to the City's Home Rule Charter

During this Work Session, the City Council will be provided information about the 2025 elections as well as a timeline for upcoming election-related tasks.

## ATTACHMENTS:

1. 2025 Election Update

## RECOMMENDATION:

No action - discussion only.

# City of Brenham 2025 Election Update

Presentation to City Council
November 21, 2024

1

## 2025 Election

- Two (2) Elections
  - General Election
    - At-Large Councilmember positions: Place 5 and Place 6
    - Ward Councilmember positions: Ward 1 and Ward 2
  - Special Election
    - Charter Amendment

Election Day is May 3rd!

2

## Important General Election Dates

- Candidate Filing Period: January 15 – February 14
- Period to Order the Election: January 20 – February 14
- Period to Conduct Drawing for Place on the Ballot: February 20–24
- Publication Dates: Once between April 3–23
- Early Voting: April 21–29

3

## Important Special Election Dates

- Period to Order the Election: January 20 – February 14
- Publication Dates: Twice on same day each week, two consecutive weeks: April 8 and April 15
- Early Voting: April 21–29

4

## Special Election Information

- Charter Amendment Election
  - State law requires any changes to the Charter be approved by the voters
  - Last Charter amendment was in 2015
    - 23 Propositions on the ballot
    - All 23 were approved
  - Estimating 9-12 Propositions in 2025

5

## Propositions

- Any requested change to the Charter must be presented via a Proposition on the ballot
- Every change in the Charter wording is a Proposition
  - Spelling/grammar/modernization of language - same Proposition
  - Updating legal references - same Proposition
  - Any other revisions, each one a separate Proposition

6

## Ballot Wording

- Using list of Propositions:
  - City Attorney composes the ballot wording for each Proposition
  - City Secretary prepares voter education for each proposition
    - What Propositions will be on the ballot?
    - What does it mean to vote ***FOR*** or ***AGAINST*** the Proposition?
    - What is the budget impact of the Proposition?

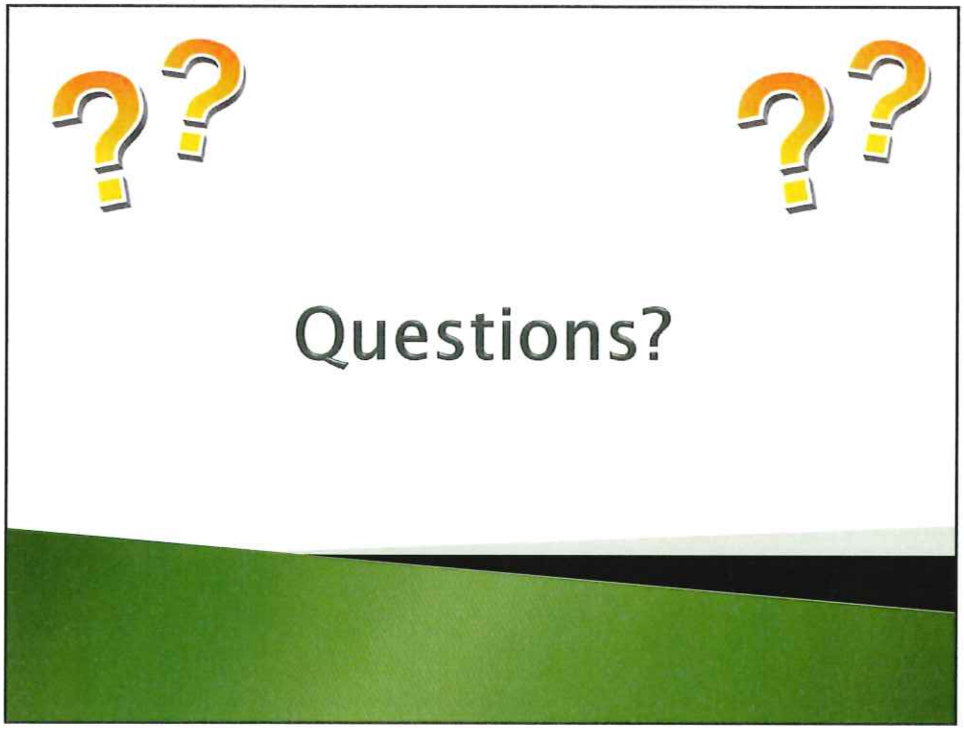
**Must be in both English and Spanish**

7

## Voter Education

- Getting the word out will consist of things such as:
  - Press releases/interviews with media
  - Website/social media updates
  - Presentations to advisory boards
  - Town Hall with citizens
  - Inform and educate other community partners (BISD, Blinn, Chamber, etc.)

8




9

City Council Regular Meeting
# AGENDA ITEM 6

**Agenda Item:** **Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget**

**Meeting Date:** November 21, 2024

**Department:** Finance

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

## SUMMARY STATEMENT:

As the Finance Department prepares to close out the FY2023-24 budget and financial statements, staff is recommending the following budget amendment to clean up expense anomalies. Please see the attached memo and financial exhibits for full details. Highlights are listed below:

**GENERAL FUND 101** - Net effect is to increase budgeted fund balance by $490,173, primarily due to increased revenue (sales tax, property tax, insurance proceeds and interest income) and personnel attrition. $950,000 of FY24 ABNR is being transferred to the equipment fund for future capital purchases, including items budgeted in FY25. $160,830 of FY24 ABNR is being transferred to the PD Equipment Fund for the FY25 purchase of body worn and fleet cameras.

**HOT TAX FUND 109** - Net effect is to decrease budgeted fund balance by $532,523 due to the purchase of The Barnhill Center and transfer of $50,000 to Fund 249 for the Smithsonian MoMS exhibit.

**CAPITAL/NON ROUTINE FUND 236 -** Net effect is to increase budgeted fund balance by $950,000 due to transfer of GF101 FY24 ABNR.

**BCDC FUND 250** - Net effect is to increase budgeted fund balance by $81,616 due to reduction in transfer to the Sewer Capital Projects Fund, offset in part by the repurchase of land parcels.

**EMPLOYEE BENEFITS FUND 600** - This is a new fund in FY24 and was not included in the Adopted Budget.

## ATTACHMENTS:

1. Budget Amendment Memo
2. Budget Amendment Summary
3. Ordinance on Its First Reading

## RECOMMENDATION:

Approve an Ordinance on its first reading amending the City of Brenham's FY23-24 adopted budget.

**MEMORANDUM**

To: City Council and City Manager

From: Julie Flagg
Chief Financial Officer

Subject: Final FY2023-24 Budget Amendment

Date: November 14, 2024

The purpose of this memo is to summarize the proposed final budget amendment to the FY2023-24 Budget. This amendment is necessary due to transactions that were unforeseen when the FY2023-24 Budget was adopted.

**Fund 101 General Fund**

- Net increase to budgeted fund balance of $490,173.
- Increase in revenue of $908,145, due to increased sales tax collections, increased final property tax valuations, and increased interest income.
- Decrease in total expenditures of $583,140 due to timing of receipt of police vehicles, personnel attrition and decrease in medical insurance premiums, offset in part by increased veterinarian services.
- Transfer In of $60,000 from Donations Fund to cover veterinarian services.
- Transfer Out of $160,830 (from FY24 ABNR) to PD Equipment Fund to fund budgeted FY25 purchase of Axon body worn cameras and fleet cameras.
- Transfer Out of $950,000 (from FY24 ABNR) to Capital/Non Routine Fund to fund police cars originally budgeted in FY24 but not received until FY25, to fund budgeted FY25 purchases of IT capital equipment and fire alerting software, and to fund other future capital purchases.
- Decrease Transfer Out to Airport Fund by $69,718 due to TXDoT RAMP grant program changes and use of Fund 215 fund balance.
- Decrease Transfer In from Hotel/Motel Fund by $20,000 to fund Geiger advertising - transfer reallocated to Tourism & Marketing Fund.

**Fund 109 Hotel/Motel Fund**

- Net decrease to budgeted fund balance of $532,523.
- $482,523 expenditures related to the purchase of The Barnhill Center.
- $50,000 Transfer Out to Tourism & Marketing Fund for Museum on Main Street (MoMS) program.

**Fund 215 Airport Fund**

- Net decrease to budgeted fund balance of $24,818, to bring fund balance to $0.
- Amendment reflects increase in grant funding and increase in eligible expenses related to the TXDoT RAMP Grant program.
- $34,800 increase in revenue from AvGas Fuel Sales.
- $28,900 increase in expenditure for AvGas Fuel for Resale.

**Fund 232 Donations Fund**

- Net decrease to budgeted fund balance of $60,000.
- Transfer Out to General Fund of $60,000 to help cover increased veterinary services at the Animal Shelter.

**Fund 249 Tourism & Marketing Fund**

- Net increase to budgeted fund balance of $48,336.
- $35,000 decrease in Cultural Arts Revenue (ticket sales to concerts).
- $20,000 expenditure for 50% of the Geiger advertising.
- $19,164 expenditure for rent on The Barnhill Center for October 2023 through March 2024.
- Decrease in capital expenditure of $52,500 for The Barnhill Center AV upgrade. This item is being moved to FY25.
- $70,000 increase in Transfer In from the Hotel/Motel Fund (HOT tax) for the Museum on Main Street (MoMS) program and the Geiger advertising.

**Fund 225 PD Equipment Fund**

- Net increase to budgeted fund balance of $160,830.
- Transfer In from General Fund (from FY24 ABNR) of $160,830 to fund budgeted FY25 purchase of Axon body worn cameras and fleet cameras.

**Fund 236 Capital/Non Routine Fund**

- Net increase to budgeted fund balance of $950,000.
- Transfer In from General Fund (from FY24 ABNR) of $950,000 to fund police cars originally budgeted in FY24 but not received until FY25, to fund budgeted FY25 purchases of IT capital equipment and fire alerting software, and to fund other future capital purchases.

**Fund 135 Sewer Capital Fund**

- Net decrease to budgeted fund balance of $553,631.
- Reduce Transfer In from BCDC for the Brenham Business Center sewer project by $528,334. Project not completed in FY24 and this will rollover to FY25.
- Transfer Out of $25,297 to Wastewater Fund to return unused portion of FY23 Wastewater Fund contribution for Stone Hollow lift station project.

**Fund 250 BCDC Fund**

- Net increase to budgeted fund balance of $81,616.
- Reduce Transfer Out to Sewer Capital Fund for the Brenham Business Center sewer project by $528,334. Project not completed in FY24 and this will rollover to FY25.
- Expenditures of $446,718 to repurchase land.

**Fund 600 Employee Benefits Fund**

- Net increase to budgeted fund balance of $323,045.
- New fund for FY24 and was not included in the original Adopted Budget.
- Total Revenues of $2,850,535.
- Total Expenditures of $2,527,490.

**Fund 237 Street/Drainage Capital Improvements Fund**

- Net increase to budgeted fund balance of $59,787.
- Transfer In of $59,787 of bond proceeds from General Govt Capital Projects fund.

**Fund 270 General Govt Capital Projects Fund**

- Net decrease to budgeted fund balance of $59,787.
- Transfer Out of $59,787 of bond proceeds to Street/Drainage Capital Improvements fund.

**Fund 105 Wastewater Fund**

- Net decrease to budgeted fund balance of $77,427.
- Transfer In of $25,297 from Sewer Capital Fund to return unused portion of FY23 Wastewater Fund contribution for Stone Hollow lift station project.
- Eliminate Transfer Out of $200,000 that was budgeted to the Water Fund.
- $135,000 increase to interest income due to higher interest rates.
- $84,428 Bond Issuance Costs not included in original budget.
- $293,619 in higher operating expenditures due to increased industrial waste.
- $59,677 for SCADA equipment – budget moved from Water Fund.

**Fund 104 Water Fund**

- Net decrease to budgeted fund balance of $109,806
- Eliminate Transfer In of $200,000 that was budgeted from Fund 104 Water Fund.
- $196,950 increase in Water Utility Revenues due to rate increase.
- $67,000 increase in interest income due to higher interest rates.
- $76,171 Bond Issuance Costs not included in original budget.
- $65,500 increase in expenditures for replacement water meters.
- $57,000 increase in the cost of chemicals and lab supplies.
- $34,762 increase in other operating expenditures.
- $59,677 for SCADA equipment – budget moved to Wastewater Fund.

# CITY OF BRENHAM
# FY2023-24 ADOPTED BUDGET
# BUDGET AMENDMENT #4
# EXHIBIT A

| FUND | PAGE NUMBER | REVENUES (INC)/DEC | GRANT REVENUES (INC)/DEC | TRANSFERS-IN (INC)/DEC | OPERATING EXPENDITURES INC/(DEC) | TRANSFERS-OUT INC/(DEC) | NET CHANGE TO FUND (INC)/DEC |
|---|---|---|---|---|---|---|---|
| 101 GENERAL FUND | 2 | (908,145) | - | (40,000) | (583,140) | 1,041,112 | (490,173) |
| 109 HOT TAX FUND | 3 | - | - | - | 482,523 | 50,000 | 532,523 |
| 215 AIRPORT FUND | 4 | (34,800) | (50,000) | 69,718 | 39,900 | - | 24,818 |
| 232 DONATIONS FUND | 5 | - | - | - | - | 60,000 | 60,000 |
| 249 TOURISM & MARKETING FUND | 6 | 35,000 | - | (70,000) | (13,336) | - | (48,336) |
| 225 MOTORCYLCE/PD EQUIP FUND | 7 | - | - | (160,830) | - | - | (160,830) |
| 236 CAPITAL/NON ROUTINE FUND | 8 | - | - | (950,000) | - | - | (950,000) |
| 135 SEWER CAPITAL PROJECTS FUND | 9 | | | 528,334 | | 25,297 | 553,631 |
| 250 BCDC FUND | 10 | - | - | - | 446,718 | (528,334) | (81,616) |
| 600 EMPLOYEE BENEFITS | 11 | (2,850,535) | - | - | 2,527,490 | - | (323,045) |
| 237 STREET/DRNG CAP IMP FUND | 12 | - | - | (59,787) | - | - | (59,787) |
| 270 GEN GOVT CAP PROJECTS FUND | 13 | - | - | - | - | 59,787 | 59,787 |
| 105 WASTEWATER FUND | 14 | (135,000) | - | (25,297) | 437,724 | (200,000) | 77,427 |
| 104 WATER FUND | 15 | (263,950) | - | 200,000 | 173,756 | - | 109,806 |
| **TOTAL** | | **(4,157,430)** | **(50,000)** | **(507,862)** | **3,511,635** | **507,862** | **(695,796)** |

## FUND 101 - GENERAL FUND

**EXHIBIT A, Page 2**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 2. | 4-140.00 | SALES TAX | REVENUE | (INC)/DEC | (7,247,487) | (293,900) | (7,541,387) | Increased sales tax collections |
| | 4-102.00 | TAX RECEIPTS-GENERAL FUND | REVENUE | (INC)/DEC | (6,332,843) | (280,615) | (6,613,458) | Increased final tax levy due to increased final valuations |
| | 4-513.00 | INTEREST INCOME | REVENUE | (INC)/DEC | (139,805) | 103,125 | (36,680) | Money moved from BoB to TexPool/TexStar |
| | 4-513.30 | INTEREST INCOME-TEXPOOL | REVENUE | (INC)/DEC | (11,325) | (225,800) | (237,125) | Increased interest income realized due to interest rate and fund balance |
| | 4-513.35 | INTEREST INCOME-TEXSTAR | REVENUE | (INC)/DEC | (50,603) | (146,575) | (197,178) | Increased interest income realized due to interest rate and fund balance |
| | 4-530.00 | INSURANCE PROCEEDS | REVENUE | (INC)/DEC | (25,554) | (64,380) | (89,934) | More insurance claims than anticipated/budgeted |
| | 6-000-602.25 | INTERFUND TRNSF-PD EQUIP FD | TRANSFER OUT | INC/(DEC) | - | 160,830 | 160,830 | Transfer FY24 ABNR to fund FY25 purchase of Axon cameras (hardware only) |
| | 6-000-662.00 | INTERFUND TRNSF-EQUIPMENT FUND | TRANSFER OUT | INC/(DEC) | - | 950,000 | 950,000 | Transfer FY24 ABNR to fund FY25 capital purchases |
| | 5-151-813.00 | VEHICLES | EXPENDITURE | INC/(DEC) | 421,038 | (114,366) | 306,672 | PD Vehicles that will not be delivered until October |
| | 5-154-416.00 | VETERINARIAN SERVICES | EXPENDITURE | INC/(DEC) | 70,284 | 60,000 | 130,284 | Price increase on vet services plus increase in # animals |
| | 5-123-402.00 | AUDITS/CONSULTANT FEES | EXPENDITURE | INC/(DEC) | 42,000 | (42,000) | - | Move budget to Fund 600 - HUB fees paid from that fund |
| | 5-100-119.00 | PERSONNEL ATTRITION FACTOR | EXPENDITURE | INC/(DEC) | (260,000) | (325,000) | (585,000) | Higher than budgeted attrition, which created ABNR |
| | 5-100-119.10 | MEDICAL INS ATTRITION FACTOR | EXPENDITURE | INC/(DEC) | - | (141,774) | (141,774) | To adjust funding of Fund 600 due to attrition/lower premiums |
| | 5-110.106.10 | HRA EXPENSES | EXPENDITURE | INC/(DEC) | 20,000 | (20,000) | - | HRA reimbursement program was not active in FY24 |
| | 6-000-623.20 | INTERFUND TRNSF-DONATIONS FUND | TRANSFER IN | (INC)/DEC | - | (60,000) | (60,000) | Transfer from Donations Fund to help cover increased Vet Services |
| | 6-000-601.09 | INTERFUND TRNSF-HOTEL/MOTEL | TRANSFER IN | (INC)/DEC | (100,000) | 20,000 | (80,000) | Reallocate HOT tax to Fund 249 to pay for Geiger advertising expense |
| | 6-000-602.15 | INTERFUND TRNSF-AIRPORT | TRANSFER OUT | INC/(DEC) | 188,045 | (69,718) | 118,327 | TXDOT RAMP grant program changes and bring fund balance to $0 |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(490,173)** | | |

## FUND 109 - HOTEL/MOTEL FUND (HOT TAX)

### EXHIBIT A, Page 3

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 3. | 5-124-802.00 | BUILDINGS | EXPENDITURE | INC/(DEC) | - | 475,410 | 475,410 | Purchase of The Barnhill Center |
| | 5-124-966.00 | SIMON CENTER-CVB OPERATING E | EXPENDITURE | INC/(DEC) | - | 7,113 | 7,113 | Purchase of The Barnhill Center-Interest on Brenham National Bank note |
| | 6-000-601.00 | INTERFUND TRNSF-GENERAL | TRANSFER-OUT | INC/(DEC) | 100,000 | (20,000) | 80,000 | Reallocate HOT funds from General Fund to Tourism Fund for Geiger advertising |
| | 6-000-602.49 | INTERFUND TRNSF-VISITOR CTR | TRANSFER-OUT | INC/(DEC) | 925,000 | 70,000 | 995,000 | Transfer from HOT Fund to Tourism Fund for MoMS program and Geiger advertising |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **532,523** | | |

## FUND 215 - AIRPORT FUND

**EXHIBIT A, Page 4**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 4. | 4-521.10 | GRANT REVENUE-AIRPORT | REVENUE | (INC)/DEC | (50,000) | (50,000) | (100,000) | Revise budget for TXDOT RAMP Grant program changes |
| | 4-529.21 | AVGAS FUEL SALES | REVENUE | (INC)/DEC | (79,200) | (34,800) | (114,000) | First year of AvGas sales and actual sales higher than budgeted |
| | 5-148-216.41 | RESALE FUEL-AVGAS | EXPENDITURE | INC/(DEC) | 65,700 | 28,900 | 94,600 | First year of AvGas sales and actual sales higher than budgeted |
| | 5-148-924.00 | CONTINGENCY-RAMP GRANT EXP | EXPENDITURE | INC/(DEC) | 100,000 | 11,000 | 111,000 | Revise budget for TXDOT RAMP Grant program changes |
| | 6-000-601.00 | INTERFUND TRNSF-GENERAL | TRANSFER IN | (INC)/DEC | (188,045) | 69,718 | (118,327) | Adjust transfer from General Fund for budget amendments & fund balance |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **24,818** | | |

## FUND 232 - DONATIONS FUND

**EXHIBIT A, Page 5**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 5. | 6-000-601.00 | INTERFUND TRNSF-GENERAL | TRANSFER-OUT | INC/(DEC) | - | 60,000 | 60,000 | Transfer to General Fund to help cover increased Vet Services at Animal Shelter |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **60,000** | | |

## FUND 249 - TOURISM & MARKETING FUND

**EXHIBIT A, Page 6**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 6. | 4-519.00 | CULTURAL ARTS REVENUE | REVENUE | (INC)/DEC | (460,000) | 35,000 | (425,000) | Based on historical trends and actual results, budget was too high |
| | 5-100-409.00 | ADVERTISING & PROMOTION | EXPENDITURE | INC/(DEC) | 390,000 | 20,000 | 410,000 | 50% of Geiger expenditure authorized at 7/22/24 council meeting (other 50% in FY25 budget) |
| | 5-100-815.00 | OTHER CAPITAL | EXPENDITURE | INC/(DEC) | 52,500 | (52,500) | - | The Barnhill Center AV upgrade - move to FY25 |
| | 5-100-408.00 | RENTALS & LEASES | EXPENDITURE | INC/(DEC) | - | 19,164 | 19,164 | Rent on The Barnhill Center October thru March |
| | 6-000-601.09 | INTERFUND TRNSF-HOTEL/MOTEL | TRANSFER-IN | (INC)/DEC | (925,000) | (70,000) | (995,000) | Transfer from HOT Fund to Tourism Fund for MoMS program and Geiger advertising |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(48,336)** | | |

## FUND 225 -MOTORCYCLE/PD EQUIPMENT FUND

**EXHIBIT A, Page 7**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 7. | 6-000-601.00 | INTERFUND TRNSF-GENERAL | TRANSFER-IN | (INC)/DEC | - | (160,830) | (160,830) | Transfer of FY24 ABNR from GF101 to PD Eq Fund to use in FY25 for Axon cameras (hardware only) |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(160,830)** | | |

## FUND 236 - CAPITAL/NON ROUTINE FUND

**EXHIBIT A, Page 8**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 8. | 6-000-601.00 | INTERFUND TRNSF-GENERAL | TRANSFER-IN | (INC)/DEC | - | (950,000) | (950,000) | Transfer of FY24 ABNR to fund FY25 purchase of IT capital and fire alerting software |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(950,000)** | | |

## FUND 135 - SEWER CAPITAL PROJECTS FUND

**EXHIBIT A, Page 9**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 9. | 6-000-602.50 | INTERFUND TRNSF-BCDC | TRANSFER-IN | (INC)/DEC | (828,000) | 528,334 | (299,666) | Reduce transfer from BCDC to Sewer Capital Projects for BBC Sewer extension project |
| | 6-000-601.05 | INTERFUND TRNSF-SEWER | TRANSFER-OUT | INC/(DEC) | - | 25,297 | 25,297 | Return portion of FY23 $90,000 transfer from Wastewater Fund |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **553,631** | | |

## FUND 250 - BCDC FUND

### EXHIBIT A, Page 10

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 10. | 6-000-601.35 | INTERFUND TRNSF-SWR CAP PROJ | TRANSFER-OUT | INC/(DEC) | 828,000 | (528,334) | 299,666 | Addtl transfer from BCDC to Sewer Capital Projects for BBC Sewer extension project |
| | 5-176-801.00 | LAND | EXPENDITURE | INC/(DEC) | - | 446,718 | 446,718 | Repurchase of Bren Kitchens parcel ($127,272) and Cap Westview parcel ($319,447) |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(81,616)** | | |

## FUND 600 -EMPLOYEE BENEFITS FUND

### EXHIBIT A, Page 11

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 11. | 4-513.00 | INTEREST INCOME | REVENUE | (INC)/DEC | - | (575) | (575) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.00 | HEALTH INS PREMIUMS-CITY | REVENUE | (INC)/DEC | - | (2,140,570) | (2,140,570) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.10 | HEALTH INS PREM-EMPLOYEE | REVENUE | (INC)/DEC | - | (355,065) | (355,065) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.40 | VISION INSURANCE PREMIUMS-EMPL | REVENUE | (INC)/DEC | - | (11,800) | (11,800) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.50 | DENTAL INSURANCE PREMIUMS-EMPL | REVENUE | (INC)/DEC | - | (88,895) | (88,895) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.60 | FLEX/DC CONTRIB-EMPLOYEE | REVENUE | (INC)/DEC | - | (132,015) | (132,015) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.65 | HSA CONTRIBUTIONS-EMPLOYEE | REVENUE | (INC)/DEC | - | (19,965) | (19,965) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.70 | RETIREE HEALTH INS PREMIUMS | REVENUE | (INC)/DEC | - | (45,735) | (45,735) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.75 | RETIREE DENTAL INS PREMIUMS | REVENUE | (INC)/DEC | - | (2,815) | (2,815) | Fund 600 not included in the FY2023-24 original budget |
| | 4-524.80 | LIFE/LTD/AD&D INSURANCE PREM | REVENUE | (INC)/DEC | - | (51,155) | (51,155) | Fund 600 not included in the FY2023-24 original budget |
| | 4-590.00 | MISCELLANEOUS REVENUES | REVENUE | (INC)/DEC | - | (1,945) | (1,945) | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-402.00 | AUDITS/CONSULTANT FEES | EXPENDITURE | INC/(DEC) | - | 42,000 | 42,000 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-941.00 | FLEX/DCA CLAIMS | EXPENDITURE | INC/(DEC) | - | 136,850 | 136,850 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-943.00 | HEALTH INSURANCE PREMIUMS | EXPENDITURE | INC/(DEC) | - | 2,115,900 | 2,115,900 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-943.10 | HSA CONTRIBUTIONS-CITY & EE | EXPENDITURE | INC/(DEC) | - | 59,815 | 59,815 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-943.20 | VISION INSURANCE PREMIUMS | EXPENDITURE | INC/(DEC) | - | 11,775 | 11,775 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-943.30 | DENTAL INSURANCE PREMIUMS | EXPENDITURE | INC/(DEC) | - | 91,650 | 91,650 | Fund 600 not included in the FY2023-24 original budget |
| | 5-100-943.40 | LIFE/LTD/AD&D INSURANCE PREM | EXPENDITURE | INC/(DEC) | - | 69,500 | 69,500 | Fund 600 not included in the FY2023-24 original budget |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(323,045)** | | |

## FUND 237 - STREET/DRAINAGE CAPITAL IMPROVEMENTS FUND

**EXHIBIT A, Page 12**

| GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|
| 12. 6-000-602.70 | INTERFUND TRNSF-G GOVT CAP PRJ | TRANSFER-IN | (INC)/DEC | - | (59,787) | (59,787) | Addtl transfer from Gen Govt Capital Projects Fund (bond proceeds) |
| | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **(59,787)** | | |

## FUND 270 -GENERAL GOVT CAPITAL PROJECTS FUND

**EXHIBIT A, Page 13**

| GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|
| 13. 6-000-602.37 | INTERFUND TRNSF-STREETS&DRAIN | TRANSFER-OUT | INC/(DEC) | - | 59,787 | 59,787 | Addtl transfer to Streets & Drainage Cap Improv Fund (bond proceeds) |
| | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **59,787** | | |

## FUND 105 - WASTEWATER FUND

**EXHIBIT A, Page 14**

| GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|
| 14. 6-000-601.35 | INTERFUND TRNSF-SWR CAP PROJ | TRANSFER-IN | (INC)/DEC | - | (25,297) | (25,297) | Return portion of FY23 $90,000 transfer to Sewer Capital Project Fund |
| 6-000-604.00 | INTERFUND TRNSF-WATER FUND | TRANSFER-OUT | INC/(DEC) | 200,000 | (200,000) | - | Transfer to Water Fund not made |
| 4-710.30 | INTEREST-TEXPOOL | REVENUE | (INC)/DEC | (25,000) | (135,000) | (160,000) | Higher interest rate |
| 5-100-421.20 | BOND ISSUANCE COSTS | EXPENDITURE | INC/(DEC) | - | 84,428 | 84,428 | Bond issuance cost not budgeted |
| 5-100-860.15 | PRINCIPAL-DEBT SERVICE | EXPENDITURE | INC/(DEC) | 466,271 | 48,481 | 514,752 | Bonds issued greater than what was budgeted |
| 5-166-201.00 | CHEMICALS | EXPENDITURE | INC/(DEC) | 196,500 | 29,097 | 225,597 | Increased chemical use due to increased industrial waste coming into plant |
| 5-166-220.00 | LAB SUPPLIES | EXPENDITURE | INC/(DEC) | 8,000 | 20,956 | 28,956 | Increased testing due to issues with increased industrial waste coming into plant |
| 5-166-311.00 | UTILITY PLANTS | EXPENDITURE | INC/(DEC) | 109,000 | 59,350 | 168,350 | Blower Repair on PO 24-14627 |
| 5-166-322.00 | LIFT STATION MAINTENANCE | EXPENDITURE | INC/(DEC) | 85,000 | 45,439 | 130,439 | Pump replacements on PO 24-14511 and PO 24-14575 |
| 5-166-401.00 | ELECTRICAL | EXPENDITURE | INC/(DEC) | 784,271 | 50,756 | 835,027 | Plant running additional hours due to increased industrial waste coming into plant |
| 5-166-406.60 | DISPOSAL FEES | EXPENDITURE | INC/(DEC) | 7,500 | 39,540 | 47,040 | Sludge and Landfill Fees due to increased industrial waste coming into plant |
| 5-166-814.10 | SCADA/COMMUNICATIONS | EXPENDITURE | INC/(DEC) | - | 59,677 | 59,677 | Move budget amount from Water Fund - equipment being purchased/used by Wastewater |
| | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **77,427** | | |

## FUND 104 - WATER FUND

**EXHIBIT A, Page 15**

| | GL# | ACCOUNT NAME | ACCOUNT TYPE | AMENDMENT ACTION | CURRENT BUDGET | AMENDMENT | AMENDED BUDGET | REASON |
|---|---|---|---|---|---|---|---|---|
| 15. | 4-603.00 | WATER UTIL REVENUES | REVENUE | (INC)/DEC | (5,830,676) | (196,950) | (6,027,626) | Water rate increase |
| | 4-710.30 | INTEREST-TEXPOOL | REVENUE | (INC)/DEC | (8,002) | (67,000) | (75,002) | Higher interest rate than budgeted |
| | 5-100-421.20 | BOND ISSUANCE COSTS | EXPENDITURE | INC/(DEC) | - | 76,171 | 76,171 | Bond issuance cost not budgeted |
| | 5-100-904.00 | GROSS REVENUE TAX | EXPENDITURE | INC/(DEC) | 408,148 | 13,787 | 421,935 | Increased revenue - tax is 7% of revenue |
| | 5-163-201.00 | CHEMICALS | EXPENDITURE | INC/(DEC) | 665,000 | 44,000 | 709,000 | Increase in cost |
| | 5-163-220.00 | LAB SUPPLIES | EXPENDITURE | INC/(DEC) | 18,000 | 13,000 | 31,000 | Increase in cost |
| | 5-164-408.10 | RENTALS/LEASES-FLEET | EXPENDITURE | INC/(DEC) | 20,000 | 20,975 | 40,975 | Program extended beyond what was budgeted |
| | 5-164-708.00 | METERS | EXPENDITURE | INC/(DEC) | 120,000 | 50,520 | 170,520 | Increase in replacement meters |
| | 5-164-708.10 | SERVICE INSTALL REPLACEMENTS | EXPENDITURE | INC/(DEC) | 55,110 | 14,980 | 70,090 | Increase in replacement meters |
| | 5-163-814.10 | SCADA/COMMUNICATIONS | EXPENDITURE | INC/(DEC) | 77,134 | (59,677) | 17,457 | Move budget amount to Wastewater Fund - equipment being purchased/used by Wastewater |
| | 6-000-605.00 | INTERFUND TRNSF-SEWER FUND | TRANSFER-IN | (INC)/DEC | (200,000) | 200,000 | - | Wastewater Fund transfer not made |
| | | **NET CHANGE TO BUDGETED FUND BALANCE (INC)/DEC** | | | | **109,806** | | |

# ORDINANCE NO. O-24-___

## AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2023-24 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS,** the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2024, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

**WHEREAS,** due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2023-24 Budget for municipal purposes;

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

**SECTION 1.**

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2024, as shown on Exhibit A.

**SECTION II.**

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

**PASSED and APPROVED on its first reading this ____ day of November 2024.**

**PASSED and APPROVED on its second reading this ____ day of December 2024.**

_______________________________
Atwood C. Kenjura
Mayor

**ATTEST:**

_______________________________
Jeana Bellinger, TRMC, CMC
City Secretary

City Council Regular Meeting
# AGENDA ITEM 7

**Agenda Item:** **Discuss and Possibly Act Upon Award of Bid Related to the 2024 Water Main and Sanitary Sewer Replacements, Project No. 65C-57C and Project No. 64C-70C and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:** November 21, 2024

**Department:** Public Utilities

**Staff Contact:** Shawn Bolenbarr, Public Utilities Project Manager

**SUMMARY STATEMENT:**

On October 24, 2024 the City of Brenham opened bids for Project #65C-57C (FY2024 Sanitary Sewer Replacements) and Project #64C-70C (FY2024 Water Main Replacements). There were a total of 5 bids received with JTM Construction, LLC submitting the lowest bid.

Please see the list of streets below:
**#64C-70C (FY2024 Water Main Replacements)**
**Base Bid C:**
Heritage Drive (whole road)
Carriage Lane (whole road)
Century Circle (whole road)
**Base Bid D:**
West Mansfield Street (from South Austin to South Market)
**Alternate No. 2:**
Church Street (from West Stone to West Mansfield)

**#65C-57C (FY2024 Sanitary Sewer Replacements)**
**Base Bid A:**
South Blue Bell Road (along Blue Bell Creameries Frontage)
**Base Bid B:**
Heritage Drive (small portion of road near the cul de sac)
Century Circle (whole road)
**Alternate No. 1 and No. 3:**
Church Street (from West Stone to West Mansfield)

The total combined Bid Price for Base Bid C and Base Bid D for Project # 64C-70C (FY2024 Water Main Replacements) is $999,787.00. Alternate No. 2 (Church Street Water Main Replacement) is $445,951.00. The total combined cost of Base Bid C, Base Bid D, and Alternate No. 2 is $1,445,738.00.

The total combined Bid price for Base Bid A and Base Bid B for Project #65C-57C (FY2024 Sanitary Sewer Replacements) is $595,438.00. Alternate No.1(Church Street Sewer Replacement) is $338,435.00. The total combined cost of Base Bid A, Base Bid B, and Alternate No.1 is $933,873.00. Alternate NO.3 will not be needed due to recommendation to complete Alternate NO.1 and NO.2.

Strand Associates has previously worked with JTM Construction, LLC on multiple projects. For those projects, the owners determined JTM Construction, LLC to be responsible. Based on our findings and the referrals of other Municipalities, we ask Council to award Base Bid A, Base Bid B, Base Bid C, Base Bid D, Alternate No. 1, and Alternate No. 2 to JTM Construction, LLC for a total amount of $2,379,611.00. Please note that these projects will be funded by FY24 Bond proceeds.

**ATTACHMENTS:**

1. Final Bid Tabulation

**RECOMMENDATION:**

Award of Base Bid A, Base Bid B, Base Bid C, Base Bid D, Alternate No.1, and Alternate No.2 related to the 2024 Water Main and Sanitary Sewer Replacements, Project No. 65C-57C and Project No. 64C-70C to JTM Construction, LLC in the amount of $2,379,611.00 and authorize the Mayor to execute any necessary documentation.

STRAND ASSOCIATES®
Excellence in Engineering℠

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

October 31, 2024

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

Re: 2024 Water Main and Sanitary Sewer Replacements
City of Brenham Water Main Contract No.: 64C-70C
City of Brenham Sanitary Sewer Contract No.: 65C-57C
City of Brenham, Texas

Dear Mr. Bissette:

Bids for the above-referenced Project were opened on October 24, 2024. Five Bids were received with the resulting Bid tabulation enclosed. The total low base Bid of $1,595,225 ($249,056.20 for Base Bid–A, $346,381.80 for Base Bid–B, $646,146 for Base Bid–C, and $353,641 for Base Bid–D only), and Alternate No. 2 of $445,951 was less than ENGINEER's opinion of probable construction cost; Alternate No. 1 of $338,435 was greater than ENGINEER's opinion of probable construction cost.

JTM Construction, LLC of Rosenberg, Texas, was the apparent low Bidder at $1,595,225 for Base Bids A through D. If Alternate No. 1 and No. 2 are awarded, JTM Construction, LLC will remain the apparent low Bidder at a total Bid of $2,379,611. The Bid included a Bid Bond for 5 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with JTM Construction, LLC on projects for multiple clients. For those projects, the owners determined JTM Construction, LLC to be responsible.

If you determine that JTM Construction, 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.®

Molly Goff

Molly K. Goff, P.E.

Enclosures

TBPE No. F-8405
TBPLS No. 10030000

3900.284\BLC:rll\R:\BRE\Documents\Specifications\Archive\2024\Brenham, City of\3900.284.64C-70C and 65C-57C.MKG\(16) Specification Letters\(a) Resulting Bid Tabulation\103124.docx

Bids Received: 2 P.M.
October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION SUMMARY

| Bidder and Address | Bid Bond or Guarantee | Addenda Acknowledged | Total Base Bid–A | Total Base Bid–B | Total Base Bid–C | Total Base Bid–D | Total Alternate No. 1 | Total Alternate No. 2 | Total Alternate No. 3 |
|---|---|---|---|---|---|---|---|---|---|
| JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | 5% | Yes | $249,056.20 | $346,381.80 | $646,146.00 | $353,641.00 | $338,435.00 | $445,951.00 | $132,740.00<br>*$110.00 |
| S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | 5% | Yes | $351,682.00 | $444,041.60 | $638,840.00 | $327,984.00 | $415,023.00 | $440,185.00 | $1,145.00 |
| Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | 5% | Yes | $757,799.23 | $302,106.84 | $488,367.27 | $254,061.88 | $286,997.10 | $352,964.77 | $(5,876.05) |
| D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | 5% | Yes | $392,701.00 | $388,295.00 | $776,150.00 | $409,100.00 | $382,585.00 | $566,805.00 | $6,835.00 |
| Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | 5% | Yes | $409,342.00 | $688,251.00 | $907,465.00 | $523,910.00 | $719,835.00 | $597,925.00 | $(34,050.00) |

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: ______________________

STATE OF TEXAS
MOLLY KATE GOFF
152281
LICENSED
PROFESSIONAL ENGINEER

Molly Goff
10/29/24

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Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - BASE BID-A

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| SOUTH BLUE BELL ROAD SANITARY SEWER | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 20,956.00 | $ 20,956.00 | $ 34,200.00 | $ 34,200.00 | $ 19,000.00 | $ 19,000.00 | $ 40,000.00 | $ 40,000.00 |
| 2. | Remove and Dispose of the Existing Sanitary Sewer. | 10 | LF | $ 38.00 | $ 380.00 | $ 39.00 | $ 390.00 | $ 22.80 | $ 228.00 | $ 75.00 | $ 750.00 | $ 63.00 | $ 630.00 |
| 3. | Provide 12-Inch Certa-Flo Standard Dimension Ratio (SDR) 26 Polyvinyl Chloride (PVC) Sanitary Sewer by Bore. | 860 | LF | $ 153.00 | $ 131,580.00 | $ 231.00 | $ 198,660.00 | $ 719.50 | $ 618,770.00 | $ 289.00 | $ 248,540.00 | $ 280.00 | $ 240,800.00 |
| 4. | Provide 12-Inch D-3034 SDR 26 PVC Sanitary Sewer by Open Cut. | 5 | LF | $ 220.00 | $ 1,100.00 | $ 251.00 | $ 1,255.00 | $ 289.59 | $ 1,447.95 | $ 195.00 | $ 975.00 | $ 290.00 | $ 1,450.00 |
| 5. | Provide 10-Inch D-3034 SDR 26 PVC Sanitary Sewer by Open Cut. | 10 | LF | $ 75.00 | $ 750.00 | $ 180.00 | $ 1,800.00 | $ 276.13 | $ 2,761.30 | $ 195.00 | $ 1,950.00 | $ 270.00 | $ 2,700.00 |
| 6. | Provide a 4-Foot-Diameter Doghouse Concrete Manhole with a Manhole Marker, | 3 | EA | $ 6,379.00 | $ 19,137.00 | $ 7,239.00 | $ 21,717.00 | $ 7,425.20 | $ 22,275.60 | $ 12,525.00 | $ 37,575.00 | $ 10,000.00 | $ 30,000.00 |
| 7. | Various Depths (Unit Price Includes Tie-Ins to Other Incoming and Outgoing Sewers). | 1 | EA | $ 5,378.00 | $ 5,378.00 | $ 5,470.00 | $ 5,470.00 | $ 8,112.11 | $ 8,112.11 | $ 8,500.00 | $ 8,500.00 | $ 9,300.00 | $ 9,300.00 |
| 8. | Provide a 4-Foot-Diameter Concrete Manhole with a Manhole Marker. | 13.6 | VF | $ 535.00 | $ 7,276.00 | $ 451.00 | $ 6,133.60 | $ 443.43 | $ 6,030.65 | $ 1,185.00 | $ 16,116.00 | $ 1,000.00 | $ 13,600.00 |
| 9. | Provide Extra Vertical Manhole Depth (4-Foot Diameter). | 1 | EA | $ 6,562.00 | $ 6,562.00 | $ 5,110.00 | $ 5,110.00 | $ 11,791.02 | $ 11,791.02 | $ 13,645.00 | $ 13,645.00 | $ 13,000.00 | $ 13,000.00 |
| 10. | Provide Extra Vertical Manhole Depth (5-Foot Diameter). | 4.6 | VF | $ 717.00 | $ 3,298.20 | $ 1,241.00 | $ 5,708.60 | $ 638.15 | $ 2,935.49 | $ 1,230.00 | $ 5,658.00 | $ 970.00 | $ 4,462.00 |

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **SOUTH BLUE BELL ROAD SANITARY SEWER** | | | | | | | | | | | | | |
| 11. | Provide a Drop Connection. | 1 | EA | $ 2,152.00 | $ 2,152.00 | $ 1,899.00 | $ 1,899.00 | $ 4,583.78 | $ 4,583.78 | $ 1,245.00 | $ 1,245.00 | $ 4,400.00 | $ 4,400.00 |
| 12. | Provide Extra Vertical Drop Connection Depth. | 0.6 | VF | $ 80.00 | $ 48.00 | $ 1,263.00 | $ 757.80 | $ 1,288.88 | $ 773.33 | $ 1,245.00 | $ 747.00 | $ 1,500.00 | $ 900.00 |
| 13. | Temporary Bypass Storage and Vacuum, As Necessary. | 1 | LS | $ 28,755.00 | $ 28,755.00 | $ 26,565.00 | $ 26,565.00 | $ 17,100.00 | $ 17,100.00 | $ 15,000.00 | $ 15,000.00 | $ 18,000.00 | $ 18,000.00 |
| 14. | Traffic Control According to the Texas Manual on Uniform Traffic Control Devices. (TMUTCD). | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 17,517.00 | $ 17,517.00 | $ 9,120.00 | $ 9,120.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| 15. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 12,783.00 | $ 12,783.00 | $ 13,680.00 | $ 13,680.00 | $ 10,000.00 | $ 10,000.00 | $ 18,000.00 | $ 18,000.00 |
| 16. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 24,960.00 | $ 24,960.00 | $ 3,990.00 | $ 3,990.00 | $ 8,000.00 | $ 8,000.00 | $ 7,100.00 | $ 7,100.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 249,056.20 | | $ 351,682.00 | | $ 757,799.23 | | $ 392,701.00 | | $ 409,342.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 249,056.20 | | $ 351,682.00 | | $ 757,799.23 | | $ 392,701.00 | | $ 409,342.00 |

Reviewed by ____________

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - BASE BID-B

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **HERITAGE DRIVE AND CENTURY CIRCLE SANITARY SEWER** | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 24,700.00 | $ 24,700.00 | $ 14,250.00 | $ 14,250.00 | $ 18,000.00 | $ 18,000.00 | $ 44,000.00 | $ 44,000.00 |
| 2. | Abandon the Existing 6-Inch Sanitary Sewer. | 1 | LS | $ 4,005.00 | $ 4,005.00 | $ 2,530.00 | $ 2,530.00 | $ 3,447.75 | $ 3,447.75 | $ 7,000.00 | $ 7,000.00 | $ 3,500.00 | $ 3,500.00 |
| 3. | Remove and Dispose of the Existing Sanitary Sewer. | 1,045 | LF | $ 38.00 | $ 39,710.00 | $ 8.00 | $ 8,360.00 | $ 10.26 | $ 10,721.70 | $ 35.00 | $ 36,575.00 | $ 63.00 | $ 65,835.00 |
| 4. | Provide 6-Inch American Society for Testing and Materials (ASTM) D-3034 SDR 26 PVC Sanitary Sewer by Open Cut. | 1,260 | LF | $ 58.00 | $ 73,080.00 | $ 84.00 | $ 105,840.00 | $ 93.24 | $ 117,482.40 | $ 90.00 | $ 113,400.00 | $ 180.00 | $ 226,800.00 |
| 5. | Provide 6-Inch ASTM D-2241 SDR 26 PVC Sanitary Sewer. | 60 | LF | $ 58.00 | $ 3,480.00 | $ 77.00 | $ 4,620.00 | $ 94.94 | $ 5,696.40 | $ 100.00 | $ 6,000.00 | $ 210.00 | $ 12,600.00 |
| 6. | Remove and Dispose of the Existing Manhole. | 3 | EA | $ 667.00 | $ 2,001.00 | $ 1,743.00 | $ 5,229.00 | $ 1,368.00 | $ 4,104.00 | $ 3,040.00 | $ 9,120.00 | $ 3,500.00 | $ 10,500.00 |
| 7. | Provide a 4-Foot-Diameter Precast Concrete Manhole with a Manhole Marker, Various Depths (Unit Price Includes Tie-Ins to Other Incoming and Outgoing Sewers). | 7 | EA | $ 5,378.00 | $ 37,646.00 | $ 7,388.00 | $ 51,716.00 | $ 5,859.44 | $ 41,016.08 | $ 9,000.00 | $ 63,000.00 | $ 7,900.00 | $ 55,300.00 |
| 8. | Provide Extra Vertical Manhole Depth (4-Foot Diameter). | 6.4 | VF | $ 552.00 | $ 3,532.80 | $ 579.00 | $ 3,705.60 | $ 396.33 | $ 2,536.51 | $ 1,200.00 | $ 7,680.00 | $ 790.00 | $ 5,056.00 |
| 9. | Provide all Equipment and Materials to Make 6-Inch Tie Into the Existing Manhole. | 2 | EA | $ 2,177.00 | $ 4,354.00 | $ 3,131.00 | $ 6,262.00 | $ 3,513.48 | $ 7,026.96 | $ 1,950.00 | $ 3,900.00 | $ 2,900.00 | $ 5,800.00 |

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **HERITAGE DRIVE AND CENTURY CIRCLE SANITARY SEWER** | | | | | | | | | | | | | |
| 10. | Provide a 4-Inch Service (Including Connection to Main, Cleanout, and Cleanout Box). | 14 | EA | $ 1,737.00 | $ 24,318.00 | $ 2,300.00 | $ 32,200.00 | $ 2,177.16 | $ 30,480.24 | $ 2,640.00 | $ 36,960.00 | $ 4,900.00 | $ 68,600.00 |
| 11. | Remove and Replace the Asphalt Pavement. | 1,320 | LF | $ 60.00 | $ 79,200.00 | $ 48.00 | $ 63,360.00 | $ 34.20 | $ 45,144.00 | $ 50.00 | $ 66,000.00 | $ 96.00 | $ 126,720.00 |
| 12. | Trench Safety. | 1,220 | LF | $ 3.00 | $ 3,660.00 | $ 5.60 | $ 6,832.00 | $ 1.14 | $ 1,390.80 | $ 3.00 | $ 3,660.00 | $ 2.00 | $ 2,440.00 |
| 13. | Temporary Bypass Storage and Vacuum, as Necessary. | 1 | LS | $ 28,755.00 | $ 28,755.00 | $ 39,847.00 | $ 39,847.00 | $ 6,840.00 | $ 6,840.00 | $ 3,500.00 | $ 3,500.00 | $ 18,000.00 | $ 18,000.00 |
| 14. | Traffic Control According to the TMUTCD. | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 37,277.00 | $ 37,277.00 | $ 3,420.00 | $ 3,420.00 | $ 5,500.00 | $ 5,500.00 | $ 18,000.00 | $ 18,000.00 |
| 15. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 11,913.00 | $ 11,913.00 | $ 5,700.00 | $ 5,700.00 | $ 3,000.00 | $ 3,000.00 | $ 18,000.00 | $ 18,000.00 |
| 16. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 39,650.00 | $ 39,650.00 | $ 2,850.00 | $ 2,850.00 | $ 5,000.00 | $ 5,000.00 | $ 7,100.00 | $ 7,100.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 346,381.80 | | $ 444,041.60 | | $ 302,106.84 | | $ 388,295.00 | | $ 688,251.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 346,381.80 | | $ 444,041.60 | | $ 302,106.84 | | $ 388,295.00 | | $ 688,251.00 |

Reviewed by

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - BASE BID-C

| | | | | JTM Construction, LLC 2709 Cottonwood School Rd. Rosenberg, TX 77471 | | S-CO Incorporated 2329 County Road 348 Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc. 981 Dilley Street Kingsland, TX 78639 | | D&S Contracting, Inc. 5024 Blue Ridge Drive College Station, TX 77845 | | Larry Young Paving, Inc. 1852 Silver Hill Road Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **HERITAGE DRIVE, CARRIAGE LANE, AND CENTURY CIRCLE WATER MAIN** | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 39,000.00 | $ 39,000.00 | $ 22,800.00 | $ 22,800.00 | $ 38,000.00 | $ 38,000.00 | $ 72,000.00 | $ 72,000.00 |
| 2. | Abandon Water Lines, Including Valve and Valve Box Obliteration (Various Sizes). | 1 | LS | $ 4,005.00 | $ 4,005.00 | $ 18,010.00 | $ 18,010.00 | $ 11,640.78 | $ 11,640.78 | $ 5,000.00 | $ 5,000.00 | $ 3,500.00 | $ 3,500.00 |
| 3. | Provide 8-Inch American Water Works Association (AWWA) C-900 Dimension Ratio (DR) 18 PVC Water Line by Open Cut. | 2,205 | LF | $ 84.00 | $ 185,220.00 | $ 69.00 | $ 152,145.00 | $ 56.04 | $ 123,568.20 | $ 135.00 | $ 297,675.00 | $ 99.00 | $ 218,295.00 |
| 4. | Provide 8-Inch AWWA C-900 DR 18 Restrained Joint Integral Bell (RJIB) PVC Water Line by Open Cut. | 835 | LF | $ 82.00 | $ 68,470.00 | $ 82.00 | $ 68,470.00 | $ 60.27 | $ 50,325.45 | $ 100.00 | $ 83,500.00 | $ 110.00 | $ 91,850.00 |
| 5. | Provide 6-Inch AWWA C-900 DR 18 RJIB PVC Water Line by Open Cut. | 35 | LF | $ 87.00 | $ 3,045.00 | $ 90.00 | $ 3,150.00 | $ 45.84 | $ 1,604.40 | $ 100.00 | $ 3,500.00 | $ 120.00 | $ 4,200.00 |
| 6. | Provide an 8-Inch Wet Connection. | 1 | EA | $ 3,302.00 | $ 3,302.00 | $ 3,206.00 | $ 3,206.00 | $ 4,281.37 | $ 4,281.37 | $ 7,380.00 | $ 7,380.00 | $ 5,900.00 | $ 5,900.00 |
| 7. | Provide an 8-Inch Wet Tap Connection (Includes Tapping Sleeve and Tapping Gate Valve). | 1 | EA | $ 8,563.00 | $ 8,563.00 | $ 5,750.00 | $ 5,750.00 | $ 8,270.81 | $ 8,270.81 | $ 6,190.00 | $ 6,190.00 | $ 5,900.00 | $ 5,900.00 |
| 8. | Provide a 6-Inch Wet Connection. | 1 | EA | $ 4,344.00 | $ 4,344.00 | $ 2,295.00 | $ 2,295.00 | $ 3,736.43 | $ 3,736.43 | $ 6,140.00 | $ 6,140.00 | $ 5,900.00 | $ 5,900.00 |
| 9. | Provide an 8-Inch Gate Valve and Box. | 14 | EA | $ 2,748.00 | $ 38,472.00 | $ 2,626.00 | $ 36,764.00 | $ 2,739.10 | $ 38,347.40 | $ 2,465.00 | $ 34,510.00 | $ 3,800.00 | $ 53,200.00 |
| 10. | Provide a 6-Inch Gate Valve and Box. | 1 | EA | $ 2,382.00 | $ 2,382.00 | $ 1,840.00 | $ 1,840.00 | $ 1,983.92 | $ 1,983.92 | $ 1,970.00 | $ 1,970.00 | $ 3,000.00 | $ 3,000.00 |

| No. | Description | Quantity | Unit | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471<br>Unit Price | Total Price | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846<br>Unit Price | Total Price | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639<br>Unit Price | Total Price | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845<br>Unit Price | Total Price | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807<br>Unit Price | Total Price |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **HERITAGE DRIVE, CARRIAGE LANE, AND CENTURY CIRCLE WATER MAIN** | | | | | | | | | | | | | |
| 11. | Install a Dead-End Main Automatic Flushing Device. | 1 | EA | $ 7,424.00 | $ 7,424.00 | $ 5,796.00 | $ 5,796.00 | $ 8,691.05 | $ 8,691.05 | $ 8,000.00 | $ 8,000.00 | $ 11,000.00 | $ 11,000.00 |
| 12. | Remove the Existing Fire Hydrant. | 3 | EA | $ 400.00 | $ 1,200.00 | $ 517.00 | $ 1,551.00 | $ 1,140.00 | $ 3,420.00 | $ 1,865.00 | $ 5,595.00 | $ 1,300.00 | $ 3,900.00 |
| 13. | Provide a Fire Hydrant Unit. | 6 | EA | $ 8,904.00 | $ 53,424.00 | $ 5,400.00 | $ 32,400.00 | $ 7,937.26 | $ 47,623.56 | $ 8,620.00 | $ 51,720.00 | $ 9,200.00 | $ 55,200.00 |
| 14. | Provide a Polyethylene Service, Various Lengths and Sizes. | 25 | EA | $ 1,634.00 | $ 40,850.00 | $ 2,161.00 | $ 54,025.00 | $ 1,867.78 | $ 46,694.50 | $ 2,235.00 | $ 55,875.00 | $ 1,900.00 | $ 47,500.00 |
| 15. | Remove and Replace the Asphalt Pavement. | 3,075 | LF | $ 59.00 | $ 181,425.00 | $ 48.00 | $ 147,600.00 | $ 34.20 | $ 105,165.00 | $ 50.00 | $ 153,750.00 | $ 96.00 | $ 295,200.00 |
| 16. | Trench Safety. | 460 | LF | $ 3.00 | $ 1,380.00 | $ 4.00 | $ 1,840.00 | $ 1.14 | $ 524.40 | $ 3.00 | $ 1,380.00 | $ 2.00 | $ 920.00 |
| 17. | Traffic Control According to the TMUTCD. | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 32,337.00 | $ 32,337.00 | $ 3,990.00 | $ 3,990.00 | $ 4,965.00 | $ 4,965.00 | $ 6,500.00 | $ 6,500.00 |
| 18. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 11,601.00 | $ 11,601.00 | $ 3,420.00 | $ 3,420.00 | $ 3,000.00 | $ 3,000.00 | $ 18,000.00 | $ 18,000.00 |
| 19. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 21,060.00 | $ 21,060.00 | $ 2,280.00 | $ 2,280.00 | $ 8,000.00 | $ 8,000.00 | $ 5,500.00 | $ 5,500.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 19 | | | | | $ 646,146.00 | | $ 638,840.00 | | $ 488,367.27 | | $ 776,150.00 | | $ 907,465.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 19 | | | | | $ 646,146.00 | | $ 638,840.00 | | $ 488,367.27 | | $ 776,150.00 | | $ 907,465.00 |

Reviewed by

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - BASE BID-D

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **MANSFIELD STREET WATER MAIN** | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 19,500.00 | $ 19,500.00 | $ 11,970.00 | $ 11,970.00 | $ 18,000.00 | $ 18,000.00 | $ 72,000.00 | $ 72,000.00 |
| 2. | Abandon Water Lines, Including Valve and Valve Box Obliteration (Various Sizes). | 1 | LS | $ 4,005.00 | $ 4,005.00 | $ 6,187.00 | $ 6,187.00 | $ 9,120.00 | $ 9,120.00 | $ 4,965.00 | $ 4,965.00 | $ 4,500.00 | $ 4,500.00 |
| 3. | Provide 8-Inch AWWA C-900 DR 18 PVC Water Line by Open Cut. | 1,105 | LF | $ 77.00 | $ 85,085.00 | $ 62.00 | $ 68,510.00 | $ 54.76 | $ 60,509.80 | $ 135.00 | $ 149,175.00 | $ 100.00 | $ 110,500.00 |
| 4. | Provide 8-Inch AWWA C-900 DR 18 RJIB PVC Water Line by Open Cut. | 100 | LF | $ 81.00 | $ 8,100.00 | $ 74.00 | $ 7,400.00 | $ 60.06 | $ 6,006.00 | $ 105.00 | $ 10,500.00 | $ 110.00 | $ 11,000.00 |
| 5. | Provide 6-Inch AWWA C-900 DR-18 RJIB PVC Water Line by Open Cut. | 190 | LF | $ 93.00 | $ 17,670.00 | $ 72.00 | $ 13,680.00 | $ 23.94 | $ 4,548.60 | $ 100.00 | $ 19,000.00 | $ 110.00 | $ 20,900.00 |
| 6. | Provide a 6-Inch Wet Connection. | 7 | EA | $ 4,344.00 | $ 30,408.00 | $ 2,081.00 | $ 14,567.00 | $ 3,736.43 | $ 26,155.01 | $ 6,140.00 | $ 42,980.00 | $ 5,900.00 | $ 41,300.00 |
| 7. | Provide an 8-Inch Gate Valve and Box. | 10 | EA | $ 2,721.00 | $ 27,210.00 | $ 2,620.00 | $ 26,200.00 | $ 2,789.58 | $ 27,895.80 | $ 2,465.00 | $ 24,650.00 | $ 3,700.00 | $ 37,000.00 |
| 8. | Provide a 6-Inch Gate Valve and Box. | 6 | EA | $ 2,168.00 | $ 13,008.00 | $ 3,004.00 | $ 18,024.00 | $ 1,984.42 | $ 11,906.52 | $ 1,970.00 | $ 11,820.00 | $ 3,000.00 | $ 18,000.00 |
| 9. | Remove the Existing Fire Hydrant. | 1 | EA | $ 667.00 | $ 667.00 | $ 517.00 | $ 517.00 | $ 1,140.00 | $ 1,140.00 | $ 1,490.00 | $ 1,490.00 | $ 1,300.00 | $ 1,300.00 |
| 10. | Provide a Fire Hydrant Unit. | 2 | EA | $ 8,852.00 | $ 17,704.00 | $ 6,884.00 | $ 13,768.00 | $ 7,937.26 | $ 15,874.52 | $ 7,875.00 | $ 15,750.00 | $ 9,200.00 | $ 18,400.00 |

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **MANSFIELD STREET WATER MAIN** | | | | | | | | | | | | | |
| 11. | Provide a Polyethylene Service, Various Lengths and Sizes. | 13 | EA | $ 1,733.00 | $ 22,529.00 | $ 2,118.00 | $ 27,534.00 | $ 1,888.61 | $ 24,551.93 | $ 2,235.00 | $ 29,055.00 | $ 1,900.00 | $ 24,700.00 |
| 12. | Remove and Replace the Asphalt Pavement. | 1,400 | LF | $ 60.00 | $ 84,000.00 | $ 48.00 | $ 67,200.00 | $ 34.20 | $ 47,880.00 | $ 50.00 | $ 70,000.00 | $ 96.00 | $ 134,400.00 |
| 13. | Trench Safety. | 205 | LF | $ 3.00 | $ 615.00 | $ 2.60 | $ 533.00 | $ 1.14 | $ 233.70 | $ 3.00 | $ 615.00 | $ 2.00 | $ 410.00 |
| 14. | Traffic Control According to the TMUTCD. | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 27,397.00 | $ 27,397.00 | $ 1,710.00 | $ 1,710.00 | $ 2,100.00 | $ 2,100.00 | $ 6,500.00 | $ 6,500.00 |
| 15. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 3,577.00 | $ 3,577.00 | $ 2,280.00 | $ 2,280.00 | $ 4,000.00 | $ 4,000.00 | $ 18,000.00 | $ 18,000.00 |
| 16. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 13,390.00 | $ 13,390.00 | $ 2,280.00 | $ 2,280.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 353,641.00 | | $ 327,984.00 | | $ 254,061.88 | | $ 409,100.00 | | $ 523,910.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 16 | | | | | $ 353,641.00 | | $ 327,984.00 | | $ 254,061.88 | | $ 409,100.00 | | $ 523,910.00 |

Reviewed by ____________

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - ALTERNATE NO. 1

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **CHURCH STREET SANITARY SEWER** | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 22,880.00 | $ 22,880.00 | $ 13,110.00 | $ 13,110.00 | $ 18,000.00 | $ 18,000.00 | $ 40,000.00 | $ 40,000.00 |
| 2. | Remove and Dispose of the Existing Sanitary Sewer. | 1,265 | LF | $ 29.00 | $ 36,685.00 | $ 8.00 | $ 10,120.00 | $ 9.12 | $ 11,536.80 | $ 35.00 | $ 44,275.00 | $ 63.00 | $ 79,695.00 |
| 3. | Provide 8-Inch ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut. | 5 | LF | $ 97.00 | $ 485.00 | $ 210.00 | $ 1,050.00 | $ 128.88 | $ 644.40 | $ 170.00 | $ 850.00 | $ 270.00 | $ 1,350.00 |
| 4. | Provide 6-Inch ASTM D-2241 SDR 26 PVC Sanitary Sewer by Open Cut. | 125 | LF | $ 59.00 | $ 7,375.00 | $ 90.00 | $ 11,250.00 | $ 87.96 | $ 10,995.00 | $ 90.00 | $ 11,250.00 | $ 190.00 | $ 23,750.00 |
| 5. | Provide 6-Inch ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut. | 1,135 | LF | $ 58.00 | $ 65,830.00 | $ 77.00 | $ 87,395.00 | $ 93.35 | $ 105,952.25 | $ 84.00 | $ 95,340.00 | $ 220.00 | $ 249,700.00 |
| 6. | Remove and Dispose of the Existing Manhole. | 4 | EA | $ 667.00 | $ 2,668.00 | $ 1,158.00 | $ 4,632.00 | $ 1,368.00 | $ 5,472.00 | $ 3,040.00 | $ 12,160.00 | $ 3,500.00 | $ 14,000.00 |
| 7. | Provide a 4-Foot-Diameter Precast Concrete Manhole with a Manhole Marker, Various Depths (Unit Price Includes Tie-Ins to Other Incoming and Outgoing Sewers). | 7 | EA | $ 5,636.00 | $ 39,452.00 | $ 8,776.00 | $ 61,432.00 | $ 5,400.18 | $ 37,801.26 | $ 8,875.00 | $ 62,125.00 | $ 7,900.00 | $ 55,300.00 |
| 8. | Provide a 4-Inch Service (Including Connection to Main, Cleanout, and Cleanout Box). | 17 | EA | $ 1,716.00 | $ 29,172.00 | $ 2,210.00 | $ 37,570.00 | $ 2,174.76 | $ 36,970.92 | $ 2,640.00 | $ 44,880.00 | $ 4,900.00 | $ 83,300.00 |
| 9. | Provide a Connection to Existing 8-Inch Sanitary Sewer Line. | 1 | EA | $ 2,141.00 | $ 2,141.00 | $ 3,437.00 | $ 3,437.00 | $ 2,288.00 | $ 2,288.00 | $ 2,035.00 | $ 2,035.00 | $ 2,200.00 | $ 2,200.00 |
| 10. | Provide a Connection to Existing 6-Inch Sanitary Sewer Line. | 1 | EA | $ 2,552.00 | $ 2,552.00 | $ 3,266.00 | $ 3,266.00 | $ 2,116.34 | $ 2,116.34 | $ 1,865.00 | $ 1,865.00 | $ 2,100.00 | $ 2,100.00 |

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **CHURCH STREET SANITARY SEWER** | | | | | | | | | | | | | |
| 11. | Provide a Connection to Existing 4-Inch Sanitary Sewer Line. | 1 | EA | $ 2,165.00 | $ 2,165.00 | $ 2,440.00 | $ 2,440.00 | $ 1,742.13 | $ 1,742.13 | $ 1,805.00 | $ 1,805.00 | $ 1,600.00 | $ 1,600.00 |
| 12. | Remove and Replace the Asphalt Pavement. | 1,265 | LF | $ 61.00 | $ 77,165.00 | $ 48.00 | $ 60,720.00 | $ 34.20 | $ 43,263.00 | $ 50.00 | $ 63,250.00 | $ 96.00 | $ 121,440.00 |
| 13. | Trench Safety. | 450 | LF | $ 3.00 | $ 1,350.00 | $ 5.00 | $ 2,250.00 | $ 1.14 | $ 513.00 | $ 3.00 | $ 1,350.00 | $ 2.00 | $ 900.00 |
| 14. | Temporary Bypass Storage and Vacuum, as Necessary. | 1 | LS | $ 28,755.00 | $ 28,755.00 | $ 39,847.00 | $ 39,847.00 | $ 5,700.00 | $ 5,700.00 | $ 4,500.00 | $ 4,500.00 | $ 18,000.00 | $ 18,000.00 |
| 15. | Traffic Control According to the TMUTCD. | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 34,412.00 | $ 34,412.00 | $ 2,280.00 | $ 2,280.00 | $ 3,500.00 | $ 3,500.00 | $ 6,500.00 | $ 6,500.00 |
| 16. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 8,922.00 | $ 8,922.00 | $ 4,332.00 | $ 4,332.00 | $ 7,200.00 | $ 7,200.00 | $ 15,000.00 | $ 15,000.00 |
| 17. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 23,400.00 | $ 23,400.00 | $ 2,280.00 | $ 2,280.00 | $ 8,200.00 | $ 8,200.00 | $ 5,000.00 | $ 5,000.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17 | | | | | $ 338,435.00 | | $ 415,023.00 | | $ 286,997.10 | | $ 382,585.00 | | $ 719,835.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 17 | | | | | $ 338,435.00 | | $ 415,023.00 | | $ 286,997.10 | | $ 382,585.00 | | $ 719,835.00 |

Reviewed by ____________________

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - ALTERNATE NO. 2

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **CHURCH STREET WATER MAIN** | | | | | | | | | | | | | |
| 1. | Mobilization. | 1 | LS | $ 14,458.00 | $ 14,458.00 | $ 28,392.00 | $ 28,392.00 | $ 16,530.00 | $ 16,530.00 | $ 25,000.00 | $ 25,000.00 | $ 40,000.00 | $ 40,000.00 |
| 2. | Abandon Water Lines, Including Valve and Valve Box Obliteration (Various Sizes). | 1 | LS | $ 4,005.00 | $ 4,005.00 | $ 9,374.00 | $ 9,374.00 | $ 10,260.00 | $ 10,260.00 | $ 4,000.00 | $ 4,000.00 | $ 3,500.00 | $ 3,500.00 |
| 3. | Provide 8-Inch AWWA C-900 DR 18 PVC Water Line by Open Cut. | 1,385 | LF | $ 77.00 | $ 106,645.00 | $ 64.00 | $ 88,640.00 | $ 48.12 | $ 66,646.20 | $ 140.00 | $ 193,900.00 | $ 100.00 | $ 138,500.00 |
| 4. | Provide 8-Inch AWWA C-900 DR 18 RJIB PVC Water Line by Open Cut. | 75 | LF | $ 84.00 | $ 6,300.00 | $ 76.00 | $ 5,700.00 | $ 63.08 | $ 4,731.00 | $ 100.00 | $ 7,500.00 | $ 110.00 | $ 8,250.00 |
| 5. | Provide 6-Inch AWWA C-900 DR-18 RJIB PVC Water Line by Open Cut. | 200 | LF | $ 86.00 | $ 17,200.00 | $ 66.00 | $ 13,200.00 | $ 59.78 | $ 11,956.00 | $ 100.00 | $ 20,000.00 | $ 110.00 | $ 22,000.00 |
| 6. | Provide 2-Inch Polyethylene Water Line by Open Cut. | 35 | LF | $ 43.00 | $ 1,505.00 | $ 128.00 | $ 4,480.00 | $ 65.08 | $ 2,277.80 | $ 80.00 | $ 2,800.00 | $ 85.00 | $ 2,975.00 |
| 7. | Provide an 8-Inch Wet Tap Connection (Includes Tapping Sleeve and Tapping Gate Valve). | 1 | EA | $ 10,565.00 | $ 10,565.00 | $ 3,018.00 | $ 3,018.00 | $ 8,306.97 | $ 8,306.97 | $ 6,265.00 | $ 6,265.00 | $ 5,900.00 | $ 5,900.00 |
| 8. | Provide an 8-Inch Wet Connection. | 1 | EA | $ 4,502.00 | $ 4,502.00 | $ 3,656.00 | $ 3,656.00 | $ 4,452.37 | $ 4,452.37 | $ 7,380.00 | $ 7,380.00 | $ 5,900.00 | $ 5,900.00 |
| 9. | Provide a 6-Inch Wet Connection. | 6 | EA | $ 4,344.00 | $ 26,064.00 | $ 3,323.00 | $ 19,938.00 | $ 3,736.43 | $ 22,418.58 | $ 6,140.00 | $ 36,840.00 | $ 5,900.00 | $ 35,400.00 |
| 10. | Provide an 8-Inch Gate Valve and Box. | 9 | EA | $ 2,728.00 | $ 24,552.00 | $ 2,620.00 | $ 23,580.00 | $ 3,056.99 | $ 27,512.91 | $ 2,465.00 | $ 22,185.00 | $ 3,700.00 | $ 33,300.00 |

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| **CHURCH STREET WATER MAIN** | | | | | | | | | | | | | |
| 11. | Provide a 6-Inch Gate Valve and Box. | 6 | EA | $ 2,168.00 | $ 13,008.00 | $ 1,970.00 | $ 11,820.00 | $ 1,983.92 | $ 11,903.52 | $ 1,970.00 | $ 11,820.00 | $ 3,000.00 | $ 18,000.00 |
| 12. | Provide a 2-Inch Gate Valve and Box. | 2 | EA | $ 1,589.00 | $ 3,178.00 | $ 1,814.00 | $ 3,628.00 | $ 1,230.40 | $ 2,460.80 | $ 1,720.00 | $ 3,440.00 | $ 1,300.00 | $ 2,600.00 |
| 13. | Provide an 8-Inch Check Valve and Precast Concrete Check Valve Vault. | 1 | EA | $ 16,414.00 | $ 16,414.00 | $ 31,807.00 | $ 31,807.00 | $ 26,791.80 | $ 26,791.80 | $ 45,000.00 | $ 45,000.00 | $ 7,300.00 | $ 7,300.00 |
| 14. | Provide a Connection to the Existing Dead-End Main Automatic Flushing Device. | 1 | EA | $ 1,359.00 | $ 1,359.00 | $ 2,720.00 | $ 2,720.00 | $ 3,978.79 | $ 3,978.79 | $ 4,900.00 | $ 4,900.00 | $ 11,000.00 | $ 11,000.00 |
| 15. | Remove the Existing Fire Hydrant. | 2 | EA | $ 667.00 | $ 1,334.00 | $ 259.00 | $ 518.00 | $ 1,140.00 | $ 2,280.00 | $ 1,865.00 | $ 3,730.00 | $ 1,300.00 | $ 2,600.00 |
| 16. | Provide a Fire Hydrant Unit. | 3 | EA | $ 8,745.00 | $ 26,235.00 | $ 6,884.00 | $ 20,652.00 | $ 8,041.14 | $ 24,123.42 | $ 8,620.00 | $ 25,860.00 | $ 9,200.00 | $ 27,600.00 |
| 17. | Provide a Polyethylene Service, Various Lengths and Sizes. | 21 | EA | $ 1,795.00 | $ 37,695.00 | $ 1,795.00 | $ 37,695.00 | $ 1,901.41 | $ 39,929.61 | $ 2,235.00 | $ 46,935.00 | $ 1,900.00 | $ 39,900.00 |
| 18. | Remove and Replace the Asphalt Pavement. | 1,700 | LF | $ 60.00 | $ 102,000.00 | $ 48.00 | $ 81,600.00 | $ 34.20 | $ 58,140.00 | $ 50.00 | $ 85,000.00 | $ 96.00 | $ 163,200.00 |
| 19. | Trench Safety. | 250 | LF | $ 3.00 | $ 750.00 | $ 2.60 | $ 650.00 | $ 1.14 | $ 285.00 | $ 3.00 | $ 750.00 | $ 2.00 | $ 500.00 |
| 20. | Traffic Control According to the TMUTCD. | 1 | LS | $ 7,489.00 | $ 7,489.00 | $ 27,793.00 | $ 27,793.00 | $ 2,280.00 | $ 2,280.00 | $ 4,000.00 | $ 4,000.00 | $ 6,500.00 | $ 6,500.00 |
| 21. | Site Restoration, Sod, and Cleanup. | 1 | LS | $ 8,883.00 | $ 8,883.00 | $ 7,934.00 | $ 7,934.00 | $ 3,420.00 | $ 3,420.00 | $ 5,500.00 | $ 5,500.00 | $ 18,000.00 | $ 18,000.00 |
| 22. | Construction Material Testing. | 1 | LS | $ 11,810.00 | $ 11,810.00 | $ 13,390.00 | $ 13,390.00 | $ 2,280.00 | $ 2,280.00 | $ 4,000.00 | $ 4,000.00 | $ 5,000.00 | $ 5,000.00 |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 22 | | | | | $ 445,951.00 | | $ 440,185.00 | | $ 352,964.77 | | $ 566,805.00 | | $ 597,925.00 |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 22 | | | | | $ 445,951.00 | | $ 440,185.00 | | $ 352,964.77 | | $ 566,805.00 | | $ 597,925.00 |

Reviewed by ____________

Bids Received: 2 P.M., October 24, 2024

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

CITY OF BRENHAM
BRENHAM, TEXAS
2024 WATER MAIN AND SANITARY SEWER REPLACEMENTS
CITY OF BRENHAM WATER MAIN CONTRACT NO.: 64C-70C
CITY OF BRENHAM SANITARY SEWER CONTRACT NO.: 65C-57C

BID TABULATION BREAKDOWN - ALTERNATE NO. 3

| | | | | JTM Construction, LLC<br>2709 Cottonwood School Rd.<br>Rosenberg, TX 77471 | | S-CO Incorporated<br>2329 County Road 348<br>Jewett, TX 75846 | | Lupe Rubio Construction Co., Inc.<br>981 Dilley Street<br>Kingsland, TX 78639 | | D&S Contracting, Inc.<br>5024 Blue Ridge Drive<br>College Station, TX 77845 | | Larry Young Paving, Inc.<br>1852 Silver Hill Road<br>Bryan, TX 77807 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| CHURCH STREET SANITARY SEWER (PRESSURE RATED PIPE) | | | | | | | | | | | | | |
| 1. | Provide 8-Inch ASTM D-2241 SDR 26 PVC Sanitary Sewer by Open Cut. | 5 | LF | $ 119.00 | $ 595.00 | $ 137.00 | $ 685.00 | $ 136.34 | $ 681.70 | $ 175.00 | $ 875.00 | $ 270.00 | $ 1,350.00 |
| 2. | Deduct 8-Inch ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut from Alternative Bid No. 1. | -5 | LF | $ (97.00) | $ 485.00 | $ 135.00 | $ (675.00) | $ 128.88 | $ (644.40) | $ 170.00 | $ (850.00) | $ 270.00 | $ (1,350.00) |
| | | | | | *$(485.00) | | *$675.00 | | | | | | |
| 3. | Provide 6-Inch ASTM D-2241 SDR 26 PVC Sanitary Sewer by Open Cut. | 1,135 | LF | $ 58.00 | $ 65,830.00 | $ 71.00 | $ 80,585.00 | $ 88.14 | $ 100,038.90 | $ 90.00 | $ 102,150.00 | $ 190.00 | $ 215,650.00 |
| 4. | Deduct 6-Inch ASTM D-3034 SDR 26 PVC Sanitary Sewer by Open Cut from Alternative Bid No. 1. | -1,135 | LF | $ (58.00) | $ 65,830.00 | $ 70.00 | $ (79,450.00) | $ 93.35 | $ (105,952.25) | $ 84.00 | $ (95,340.00) | $ 220.00 | $ (249,700.00) |
| | | | | | *$(65,830.00) | | *$79,450.00 | | | | | | |
| ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4 | | | | | $ 132,740.00 | | $ 1,145.00 | | $ (5,876.05) | | $ 6,835.00 | | $ (34,050.00) |
| CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4 | | | | | *$110.00 | | $ 1,145.00 | | $ (5,876.05) | | $ 6,835.00 | | $ (34,050.00) |

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by ____________

City Council Regular Meeting

# AGENDA ITEM 8

**Agenda Item:** **Discuss and Possibly Act Upon the Rejection of All Bids Submitted in Response to RFP No. 25-001 Related to the Brenham Municipal Airport Terminal Building HVAC Replacement and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:** November 21, 2024

**Department:** Development Services

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

## SUMMARY STATEMENT:

On October 21, 2024 the City of Brenham opened bids received for RFP 25-001 requesting proposals for heating, ventilation, and air conditioning (HVAC) modifications to the lobby, pilots lounge and FBO Office portion of the terminal building located at 3001 Aviation Way. The project includes demolition of the existing acoustical ceiling tile, minor duct work, replacement of thermostats, air handling units and associated electrical and plumbing. This is the second phase of HVAC replacement to the Airport Terminal as the diner portion of the building received a similar HVAC upgrade by contractor Round Top HVAC awarded June 2024 and completed in August 2024.

For the second phase of HVAC repairs, the City received one bid from Round Top HVAC for $43,855 to perform and complete tasks as detailed in the construction plan set as prepared by Swoboda Engineering (now River MEP). Following the bid opening, Round Top HVAC notified the City of Brenham on November 7, 2024 of their plans to close the business. Therefore, with Round Top HVAC being the only bidder, staff recommends Council reject bids received for RFP 25-001.

City staff is coordinating across multiple departments to complete the replacement of the HVAC system at the Airport Terminal internally.

## ATTACHMENTS:

1. Bid Tabulation Form-25-001 Final

## RECOMMENDATION:

Approve the rejection of all bids submitted in response to RFP No. 25-001 related to the Brenham Municipal Airport Terminal Building HVAC replacement and authorize the Mayor to execute any necessary documentation.

City of BRENHAM

# BID TABULATION FORM

**BID OPENING DATE:** Monday, October 21, 2024 **BID OPENING TIME:** 10AM

**BID NAME/NO:** RFP 25-001 Brenham Municipal Airport Terminal Buidling HVAC Replacement

| | BIDDERS | | | |
|---|---|---|---|---|
| **ITEM** | **Round Top HVAC INC**<br>**Rec'd 10-21-24 9:06am** | | | |
| Section: General Demoltion (Including ceiling and batts insulation) | $10,450.00 | | | |
| Section 22.1; Plumbing, plumbing fixtures, and trim | $750.00 | | | |
| Section 22.0 & 23.0; General plumbing and mechanical requirements | $7,500.00 | | | |
| Section 23.1; Cooling, Heating, and Ventilation of Diner HVAC | $23,655.00 | | | |
| Section 26.0; General Electrical | $1,500.00 | | | |
| TOTAL | $43,855.00 | | | |

City Council Regular Meeting

# AGENDA ITEM 9

**Agenda Item:** **Discuss and Possibly Act Upon the Approval of the Airport Project Participation Agreement (APPA) TxDOT CSJ No. 24AWBRENM through Texas Department of Transportation (TxDOT) for the Installation of a New Automated Weather Observing System (AWOS) at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

**Meeting Date:** November 21, 2024

**Department:** Development Services

**Staff Contact:** Jim Halley

## SUMMARY STATEMENT:

On September 19, 2024, City Council approved Resolution No. R-24-013 in support of replacing the Airport's AWOS. The project is described as design and construction services to replace the automated weather observing system at Brenham Municipal Airport. The design and construction costs are estimated at $200,000 with the City's share at $20,000. The current AWOS is over 20 years old and failures are increasing, including parts that are no longer available or are difficult to procure.

The location of the existing AWOS is adjacent to the northernmost hangars at the airport. This location would prevent future hangar development, which is in great demand, in that area. Relocating the AWOS closer to the terminal would open the airport to future development, increasing airport revenue and providing needed hangars for current and future tenants.

Airport weather stations provide critical information to pilots. Not only is reliable weather data important to our tenants and users, it is also important to enroute pilots. If Brenham Municipal Airport were to be without a functioning weather station, that would create a significant gap in coverage for the surrounding area for transient and overflying aircraft. Additionally, Washington County's EMS helicopters rely on our AWOS and, during the times that the AWOS has been not functioning properly, they have been unable to fly, significantly decreasing their ability to respond to time-critical situations.

## ATTACHMENTS:

1. TxDOT APPA Grant

## RECOMMENDATION:

Approve the Airport Project Participation Agreement (APPA) TxDOT CSJ No. 24AWBRENM through Texas Department of Transportation (TxDOT) for the installation of a new Automated Weather Observing System (AWOS) at the Brenham Municipal Airport and the City of Brenham's cost-share in the grant funding in the amount of $20,000.00 and authorize the Mayor to execute any necessary documentation.

**TEXAS DEPARTMENT OF TRANSPORTATION**

**AIRPORT PROJECT PARTICIPATION AGREEMENT**

(State Assisted Airport Development Grant)

TxDOT CSJ No.: 24AWBRENM
Commission Approval: October 31, 2024

## Part I - Identification of the Project

TO: City of Brenham, Texas

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

This Agreement is made and entered into by and between the Texas Department of Transportation, for and on behalf of the State of Texas (the “State”), and City of Brenham, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of the Title 3 of the Texas Transportation Code.

The project is described as design and construction services to: replace automated weather observing system at Brenham Municipal Airport.

## Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*.

2. It is estimated that total project costs will be approximately $200,000 (Amount A). It is further estimated that approximately $200,000 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State.

3. It is estimated that the State's financial assistance share of eligible project costs will be approximately $180,000 (Amount C) and the Sponsor's share of the project costs will be approximately $20,000 (Amount D). Financial assistance is subject to the availability of state funds. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State’s written notification.

   It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the state percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide state funding to complete the approved work items of this grant and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. During design, if the estimated eligible total project costs exceed Amount B, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:

   a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and

   b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future State expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

   c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

5. Upon satisfaction of the conditions specified in Paragraph II-4 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.

6. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation, and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

7. Sponsor’s share of project costs (Amount D) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has

been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

8. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

9. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.
Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-6 and/or V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

10. The State shall make all reasonable attempts to acquire state funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of state funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the State has provided state funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

**PART III - Sponsor Responsibilities**

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will comply with Attachment B, Certification of Airport Property Interest, attached and made a part of this Agreement; and

c. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and

d. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

e. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and

f. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

h. through the fence access shall be reviewed and approved by the State; and

i. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

j. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

k. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

l. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

m. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and

n. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

o. it will provide upon request to the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

p. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.

q. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications shall be filed with the State for approval; and

r. it will comply with the Attachment C, Certification of Project Fund, attached and made a part of this Agreement; and (only use if we are not collecting all of the funds upfront)

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.

5. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.

7. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement shall be evidenced by execution of this Agreement by the Sponsor. The Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and

maintenance of the airport. The Agreement shall become effective upon execution of the Agreement by the State and shall remain in full force and effect for a period of at least 20 years.

8. SPECIAL CONDITION: The Sponsor must provide for the continuous operation and maintenance of the AWOS funded under this grant during the useful life of the equipment.

9. SPECIAL CONDITION: Sponsor will provide electrical power and telephone line as required to the appropriate site at the direction of the vendor.

10. SPECIAL CONDITION: If found necessary by the State, Sponsor will install security fencing around the AWOS site as requested by the State.

11. SPECIAL CONDITION: The NADIN Interface requires that the Sponsor be responsible for 100% of the monthly maintenance fee to transmit weather data through the National Airspace Data Interchange Network for the life of the equipment.

## Part IV- Nomination of the Agent

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

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

**Receiving and Disbursing Agent**:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State;

b. receive, review, approve, and process Sponsor’s reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

**Contracting Agent:**

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

**Contract Management Agent:**

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

**Construction Phase:**

j. review, approve and maintain record drawings.

## PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in

or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

   a. The reasons for the suspension and the corrective action necessary to lift the suspension.

   b. A date by which the corrective action must be taken.

   c. Notification that consideration will be given to terminating the grant after the corrective action date.

   In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- ♦ by mutual written agreement and consent of both parties.
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein.

- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

## Part VI - Acceptance of the Sponsor

City of Brenham, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Brenham, Texas

*(Sponsor)*

_______________________________

*(Sponsor Signature)*

_______________________________

*(Title)*

_______________________________

*(Date)*

## Part VII - Acceptance of the State

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

**State of Texas**
**Texas Department of Transportation**

______________________________
*(Signature)*

Dan Harmon
______________________________
*(Typed Name)*

Director, Aviation Division
______________________________
*(Title)*

______________________________
*(Date)*

ATTACHMENT A

## Certification of Airport Fund

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

City of Brenham, Texas
___________________________________
*(Sponsor)*

___________________________________
*(Sponsor Signature)*

___________________________________
*(Title)*

___________________________________
*(Date)*

ATTACHMENT B

**Certification of Airport Property Interests**

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated July 07, 2022, and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Brenham Municipal Airport.

City of Brenham, Texas
___________________________
*(Sponsor)*

___________________________
*(Sponsor Signature)*

___________________________
*(Title)*

___________________________
*(Date)*

ATTACHMENT C

**Certification of Project Funds**

TxDOT CSJ No.: 24AWBRENM

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

**Sponsor Funds**

| Source | Amount | Date Available |
|---|---|---|
| | | |
| | | |
| | | |

City of Brenham, Texas
*(Sponsor)*

*(Sponsor Signature)*

*(Title)*

*(Date)*

City Council Regular Meeting

# AGENDA ITEM 11

**Agenda Item:** **Section 551.074 - Texas Government Code - Deliberation Regarding Personnel Matters - Discussion Regarding the Appointment of a Brenham Municipal Court Presiding Judge**

**Meeting Date:** November 21, 2024

**Department:** Administration

**Staff Contact:** Carolyn Miller, City Manager

## SUMMARY STATEMENT:

To be discussed in Executive Session.

## ATTACHMENTS:

None

## RECOMMENDATION:

No action - Executive Session discussion only.