



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 20, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**
- 3. Citizens 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. Minutes from the March 2, 2017 Regular City Council Meeting and March 13, 2017 Special Meeting

Pages 1-13

4-b. Ordinance No. O-17-004 on Its Second Reading Granting a Specific Use Permit to Calvary Baptist Church to Allow for a Church and Related Auxiliary Uses on Property Located at 1100 Niebuhr Street in an R-1, Single Family Residential Zoning District, Said Property Being Described as 2.5443 Acres Out of the Arrabella Harrington Survey, A-55 (WCAD Tract 241), in Brenham, Washington County, Texas

Pages 14-15

- 4-c. **Ordinance No. O-17-005 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Change the Residential Single Family (R-1) Zoning District Classification to a Planned Development (PD) Zoning District Regarding the Property Being Annexed into the City of Brenham and More Specifically Described Below: Pages 16-21**

Section 2017-1: Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North, said property being more particularly described in Exhibit “A” attached to the Ordinance annexing the 86.664 acres.

REGULAR SESSION

5. **Discuss and Possibly Act Upon Final Payment to Collier Construction Co. for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation Pages 22-26**
6. **Discuss and Possibly Act Upon an Interlocal Contract Between the City of Brenham and the Harris County Department of Education (Choice Partners) for Cooperative Purchasing Services and Authorize the Mayor to Execute Any Necessary Documentation Pages 27-32**
7. **Discuss and Possibly Act Upon a Contract with Xerox Financial Services LLC for Leased Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation Pages 33-38**
8. **Discuss and Possibly Act Upon a Request for a Noise Variance from Marrisra Amador for a Graduation Party to be Held on May 12, 2017 from 6:00 p.m. – 10:00 p.m. at the Fireman’s Park Kitchen and Authorize the Mayor to Execute Any Necessary Documentation Pages 39-40**
9. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.
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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 April 20, 2017 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, Brenham, Texas on April 17, 2017 at **12:30 PM**.

Kacey A. Weiss

Deputy 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 _____, 2017 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 2, 2017 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Ryan Rapelye, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Niensteadt, Sara Parker, Cynthia Longhofer, Director of Community Services Wende Ragonis, Tammy Jaster, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Erik Smith, City Engineer Lori Lakatos and Judson Hall

Citizens present:

Jason Reimer, Bob Schmidt, Katy Pugh, Hannah Smith, Andy Hart, Marnie Gaston, Rodney Gaston, Jay Strasner, Michele Kwiatowski, Kevin Burnett, Alexander, Susan Canteay and Charlie Pyle

Media Present:

Arthur Hahn, Brenham Banner Press; and Noelle Buffam, KWHI

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags – Councilmember Barnes-Tilley**
3. **Special Presentation**
 - **2016 Texas Association of Public Pool Council Awards**
4. **Service Recognitions**
 - Employees unable to attend*
5. **Citizens Comments**

Mayor Tate introduced Jay Strasner as the new publisher for the Brenham Banner-Press.

Citizen Andy Hart addressed Council regarding the need for sidewalks at the South Day area specifically between Tom Green Street and the Highway 36 Business interchange. Hart also thanked the Council for the sidewalks that have already been put into place throughout the city.

CONSENT AGENDA

6. Statutory Consent Agenda

6-a. Minutes from the February 2, 2017 and February 16, 2017 Regular City Council Meetings

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Williams to approve the Statutory Consent Agenda Item 6-a. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

PUBLIC HEARING

7. **Proposed Annexation of Approximately 86.664 Acres of Land Situated in Washington County, Texas, out of the Phillip Coe Survey, Abstract No. A0031 Generally Consisting of Tracts with Frontage Along State Highway 36 North; Land Located West of and Adjacent to Dixie Street that is not Currently within the City Limits and Approximately 1,500 Feet from the “Cloverleaf” Intersection of Highway 290 West and State Highway 36 North**

Mayor Tate opened the Public Hearing.

Development Services Director Erik Smith explained that Staff has been working with Stylecraft Builders on a planned development project for the past year. Smith noted that the property itself is roughly 87 acres and is located near the intersection of Highway 290 West and State Highway 36. Smith advised that Stylecraft Builders has submitted a petition for annexation into the city limits.

Kevin Burnett with Stylecraft Builders was introduced to Council. Council questioned the entrances and exits to the subdivision. Burnett and Smith explained that Highway 36 is a state highway and that Staff is not at the development process yet regarding that. Staff stated that TXDOT officials will have the final decision as to entrances and exits for the subdivision.

There were no citizen comments heard during the Public Hearing.

Mayor Tate closed the Public Hearing.

REGULAR SESSION

8. City Secretary's Certification of Unopposed Candidates for the City of Brenham's May 6, 2017 General Election

Certificación de Candidatos Sin Oposición por la Secretaria de la Ciudad de el Municipio de Brenham

City Secretary Jeana Bellinger presented this item. Bellinger explained that as outlined in Section 2.052 of the Election Code, the authority responsible for having the official ballot prepared shall certify that the candidates are unopposed. Bellinger then read the following statement:

"I, Jeana Bellinger, certify that I am the City Secretary of the City of Brenham and the authority responsible for preparing the ballot for the May 6, 2017 City election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

Candidate

Keith Herring
Andrew Ebel
Charlie Pyle
Susan Cantey

Office Sought

Councilmember Place One (1), Ward One (1)
Councilmember Place Three (3), Ward Three (3)
Councilmember Place Five (5), At Large
Councilmember Place Six (6), At Large"

9. Discuss and Possibly Act Upon an Order Declaring Unopposed Candidates for the Position of Councilmember Place 1 – Ward 1, Councilmember Place 3 – Ward 3, Councilmember Place 5 – At Large, and Councilmember Place 6 – At Large Elected to Office and Canceling the City of Brenham May 6, 2017 General Election

Considerar y en consecuencia actuar una Orden Declarando Candidatos Sin Oposición Para el Puesto de Concejal para Lugar 1 – Distrito Electoral 1, Concejal para Lugar 3 – Distrito Electoral 3; Concejal para Lugar 5 – Distrito Abierto; Concejal para Lugar 6-Distrito Abierto Elegidos a su Puesto y Cancelando la Elección General de la Ciudad de Brenham para el 6 de mayo, 2017

City Secretary Jeana Bellinger presented this item. Bellinger explained that as outlined in the Election Code, upon receipt of the City Secretary's Certification of Unopposed Candidates, the City Council must, by order or ordinance, declare each unopposed candidate elected to office. Bellinger stated that the Elections Division of the Secretary of State's office interprets the unopposed candidates as being elected when they are issued the certificate of election after the prescribed election day of May 6, 2017. Bellinger advised that unopposed candidates declared elected to office cannot take office until the regular canvassing of the election would have taken place. Bellinger stated that therefore, the unopposed candidates will not take office and begin their official duties as Councilmembers until they are sworn into office at the May 18, 2017 Council meeting.

A motion was made by Councilmember Goss and seconded by Mayor Pro Tem Nix to approve an Order Declaring Unopposed Candidates for the Position of Councilmember Place 1 - Ward 1, Councilmember Place 3 - Ward 3, Councilmember Place 5 - At Large, and Councilmember Place 6 - At Large Elected to Office and Canceling the City of Brenham May 6, 2017 General Election.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

10. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2016

Assistant City Manager – Chief Financial Officer Carolyn Miller and Auditor Partner from Seidel Schroeder, Michele Kwiatowski, presented this item. Kwiatowski advised Council that state law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Kwiatowski advised the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Brenham, Texas. Kwiatowski stated that pursuant to State requirements, and on behalf of the Finance Department, she would like to present the Comprehensive Annual Financial Report (CAFR) of the City of Brenham for the fiscal year ended September 30, 2016.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Herring to accept the audit from Seidel Schroeder for Fiscal Year 2016.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Abstain
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

11. Discuss and Possibly Act Upon the Acceptance of the 2016 Audit of the Washington County Appraisal District by Seidel Schroeder

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller stated that the Washington County Appraisal District's audit for the fiscal year 2015-2016 has been completed by Seidel Schroeder. Miller advised there were no discrepancies found during this time period and the appraisal district stayed \$47,279 under budget.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the acceptance of the 2016 audit of the Washington County Appraisal District by Seidel Schroeder.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Abstain
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

12. Discuss and Possibly Act Upon an Addendum to the Contract for Participation in the City of Brenham's Rotation Log for Non-Consent Tows and Authorize the City Manager to Execute Any Necessary Documentation

A motion was made by Councilmember Ebel and seconded by Councilmember Herring to remove Item 12 from the table.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

Police Chief Craig Goodman presented this item. Goodman explained that in March 2016, staff met with the Non-Consent Tow Task Force members and representatives from all of the towing companies currently on the City and County non-consent tow contract. Goodman stated it was determined during that meeting that there were some issues that needed to be reviewed and possible changes made to the contract. Goodman advised that after several meetings with members of the Task Force, it was the overall consensus that an Addendum to the Non-Consent Tow Contract was needed to address some of the issues. Goodman noted that Commissioner Hueske is a member of the Task Force and has been involved in all of the discussions related to these changes.

Councilmember Barnes-Tilley stated that she is in favor of the changes to the contract and believes that the changes are needed. Barnes-Tilley noted that any additional concerns of the tow companies should be addressed at another time.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an Addendum to the Contract for Participation in the City of Brenham's rotation log for non-consent tows and authorize the City Manager to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

- 13. Discuss and Possibly Act Upon the Following Professional Services Agreements Related to Storm Disaster Recovery Work from the May 2016 Storm Event:**
- a. Professional Services Agreement with O'Malley Strand Associates, Inc. for Storm Damage Repairs to Various City Infrastructure Improvements at Multiple Locations;**
 - b. Professional Services Agreement with O'Malley Strand Associates, Inc. for Storm Damage Repairs to the Munz Lift Station;**
 - c. Professional Services Agreement with O'Malley Strand Associates, Inc. for Storm Damage Repairs to the Lake Line at Big Sandy Creek;and**
 - d. Professional Services Agreement with Gunda Corporation for Storm Damage Repairs to Various City Infrastructure Improvements at Multiple Locations;**
- and Authorize the Mayor to Execute Any Necessary Documentation**

City Engineer Lori Lakatos presented this item. Lakatos explained that during the May 2016 Flood Event multiple sites were damaged throughout the City and that FEMA declared Washington County as an eligible area for Federal assistance.

Lakatos advised that as part of the recovery relief, FEMA provides kind-in assistance and hazard mitigation, should the projects meet the benefit cost analysis, and will help reduce the risk of these types of damages occurring in the future. Lakatos explained that Staff has been working with FEMA to include the storm damage in the funding for eligible projects and has also been working with engineering firms to help the City's recovery and possibly mitigate potential risks in the future.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Williams to approve Professional Services Agreements related to storm disaster recovery work from the May 2016 Storm Event as follows:

- a. Professional Services Agreement with O'Malley Strand Associates, Inc. in the amount, not to exceed, of \$287,356 for Storm Damage Repairs to Various City Infrastructure Improvements at Multiple Locations;
- b. Professional Services Agreement with O'Malley Strand Associates, Inc. in the amount, not to exceed, of \$52,300 for Storm Damage Repairs to the Munz Lift Station
- c. Professional Services Agreement with O'Malley Strand Associates, Inc. in the amount, not to exceed, of \$34,150 for Storm Damage Repairs to the Lake Line at Big Sandy Creek; and
- d. Professional Services Agreement with Gunda Corporation, LLC. in the amount, not to exceed, of \$295,841 for Storm Damage Repairs to Various City Infrastructure Improvements at Multiple Locations; and authorize the Mayor to execute any necessary documentation

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

14. Discuss and Possibly Act Upon the Rejection of Bid No. 17-004 for the Fabrication and Installation of Wayfinding Signage and Authorize the Mayor to Execute Any Necessary Documentation

Purchasing Manager Sara Parker presented this item. Parker explained that Bid No. 17-004 for the Wayfinding Signage Project was scheduled for opening with a submission deadline of 10:30 a.m. on February 14, 2017. Parker advised that on that day, Brenham and surrounding areas experienced severe weather and as a result, only one bid was received. Parker noted that at least two other bidders had attempted to submit bids, but were delayed by weather and missed the deadline. Parker stated that another was sent by overnight courier service and did not arrive until the following day.

Parker stated that due to the importance of this project for the promotion of the City of Brenham and the efforts already invested by the Main Street Board, the Wayfinding Committee and City personnel, staff recommends that Council reject the bid received to allow Purchasing Services to rebid the project as soon as possible.

A motion was made by Councilmember Goss and seconded by Councilmember Barnes-Tilley to approve the rejection of Bid No. 17-004 for the fabrication and installation of wayfinding signage and authorize the Mayor to execute any necessary documentation

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

15. Discuss and Possibly Act Upon Bid No. 17-005 for the Purchase of Refuse Bags for the Sanitation Department and Bin Liners for the Parks Department and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau stated that on February 21, 2017 bids were opened for the purchase of refuse bags and bin liners. Rau advised that there were 10 bids received. Rau explained that evaluation of all bids and the sample bags submitted resulted in Staff's recommendation to award the two items separately and on a Best Value basis.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to award Bid No. 17-005 for the purchase of 14,000 rolls of refuse bags to Houston Poly Bag in the amount of \$5.97 per roll; and the purchase of bin liners from BMC Supply in the amount of \$20.50 per carton, with both being based on the Best Value basis, and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

16. Discuss and Possibly Act Upon a Request for a Noise Variance from Jesus Christ is the Answer for a Church Gathering on March 24, 2017 from 5:00 p.m. – 10:00 p.m. at Fireman’s Park and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss stated that the church gathering will be held on March 24th at Fireman’s Park and they will be using a sound amplification system. Weiss noted that the Brenham Police Department and the Brenham Fire Department have approved the noise variance request.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve a request for a noise variance from Jesus Christ is the Answer for a church gathering to be held on March 24, 2017 from 5:00 p.m. – 10:00 p.m. at Fireman’s Park and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Yes
Councilmember Weldon Williams	Yes

17. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Spring Clean Up will be March 30th through April 1st for city residents and April 6th through 8th for county residents

Director of Community Services Wende Ragonis reported on the following:

- Texas Independence Celebration this weekend at the Barnhill Center

Police Chief Craig Goodman reported on the following:

- K9 Ronny is improving from his recent illness

ACM – Chief Financial Officer Carolyn Miller reported on the following:

- Council Budget Workshops will be July 12th through 14th
- Council Retreat is tentatively set for May 8th

Councilmember Barnes-Tilley commented that the basketball court improvements look great and she is glad to see them being used.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special meeting of the Brenham City Council was held on March 13, 2017 beginning at 8:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Pro Tem Gloria Nix
Councilmember Andrew Ebel
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Mayor Milton Y. Tate, Jr.
Councilmember Mary E. Barnes-Tilley
Councilmember Weldon Williams, Jr.

Others present:

City Manager Terry Roberts, City Secretary Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy and Assistant City Manager of Public Utilities Lowell Ogle

Citizens present:

None

Media Present:

None

1. Call Meeting to Order

REGULAR SESSION

2. **Discuss and Possibly Act Upon a Resolution and Declaration of Official Intent (Designated as Resolution No. R-17-004) Approving Financing with JPMorgan Chase Bank for the Lease-Purchase of Equipment for Various City Departments**

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that in order to finalize the JPMorgan Chase Equipment lease transaction, a Resolution and Declaration of Intent must be approved by the governing body. Miller advised that unfortunately, Staff did not have this document from JPMorgan Chase when Council approved the equipment financing proposal at the February 16, 2017 meeting.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve the Resolution and Declaration of Official Intent (Designated as Resolution No. R-17-004) approving financing with JPMorgan Chase Bank for the lease-purchase of equipment for various city departments.

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

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Gloria Nix	Yes
Councilmember Andrew Ebel	Yes
Councilmember Danny Goss	Yes
Councilmember Keith Herring	Yes
Councilmember Mary E. Barnes-Tilley	Absent
Councilmember Weldon Williams	Absent

The meeting was adjourned.

Gloria Nix
Mayor Pro Tem

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-17-004

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT TO CALVARY BAPTIST CHURCH FOR A CHURCH AND RELATED AUXILIARY USES, INCLUDING EDUCATIONAL AND PHILANTHROPIC USES IN AN R-1 (RESIDENTIAL DISTRICT) ZONING DISTRICT, SAID PROPERTY BEING DESCRIBED AS 2.5443 ACRES OUT OF THE ARRABELLA HARRINGTON SURVEY, A-55 (WCAD TRACT 241), AND LOCATED AT 1100 NIEBUHR STREET, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts;

WHEREAS, Appendix A – “Zoning” of the City of Brenham Code of Ordinance authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, this amendment was recommended for approval by the Brenham Planning and Zoning Commission during its regular meeting on March 23, 2017;

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

Section 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit to Calvary Baptist Church, its successors and assigns for a church and related auxiliary uses, including educational and philanthropic uses, in an R-1 (Residential) zoning district, said Property being described as 2.5443 acres out of the Arrabella Harrington Survey, A-55 (WCAD Tract 241), and located at 1100 Niebuhr, City of Brenham, Washington County, Texas.

Section 2. This Ordinance shall take effect immediately upon the occurrence of compliance with the requirements of the Charter of the City of Brenham, Texas.

Section 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;
- b. The building, premises, or Property used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. There is a violation of any provision of the terms and conditions of the Specific Use Permit granted by this Ordinance; or
- d. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

PASSED and APPROVED on its first reading this the 6th day of April, 2017.

PASSED and APPROVED on its second reading this the 20th day of April, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-17-005

AN ORDINANCE AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO CHANGE PROPERTY CURRENTLY ZONED R-1 RESIDENTIAL DISTRICT TO A PLANNED DEVELOPMENT DISTRICT COMPRISED OF AN R-1 RESIDENTIAL AREA (APPROXIMATELY 71.33 ACRES), AN R-2 MIXED RESIDENTIAL AREA (APPROXIMATELY 8.36 ACRES), AND A B-1 LOCAL BUSINESS/RESIDENTIAL MIXED USE AREA (APPROXIMATELY 6.98 ACRES), BEING A TOTAL OF APPROXIMATELY 86.67 ACRES OF LAND.

WHEREAS, the City of Brenham has adopted Appendix A – “Zoning” of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – “Zoning” provides for the designation of Planned Development Districts in accordance with the regulations set forth therein; and

WHEREAS, the City Council of the City of Brenham desires to designate a Planned Development District as set forth herein below;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

I.

1. That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to change property currently zoned as an R-1 Residential District to establish a Planned Development (PD) District comprised of an R-1 Residential area of approximately 71.33 acres, an R-2 Mixed Residential area of approximately 8.36 acres, and a B-1 Local Business/Residential Mixed Use area of approximately 6.98 acres, said Planned Development District described generally as the property west of and adjacent to State Highway 36, and south of and adjacent to Dixie Road, being all or portions of Tract 53 out of the Phillip Coe Survey in Brenham, Texas, and being more particularly described in the master development plan attached hereto as Exhibit “A” and incorporated herein for all purposes (the “Planned Development District”).

II.

2. Unless otherwise provided for herein, the property located within the R-1 Residential area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City's Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to R-1 Residential Districts.
3. Unless otherwise provided for herein, the property located within the R-2 Mixed Residential area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City's Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to R-2 Mixed Residential Districts.
4. Unless otherwise provided for herein, the property located within the B-1 Local Business/Residential Mixed Use area of the Planned Development District as shown on the master development plan shall conform to the regulations of the City's Zoning Ordinance, Subdivision Ordinance and other ordinances applicable to B-1 Local Business/Residential Mixed Use Districts.
5. R-1 Residential Area Regulations.
 - a. Size of lots.
 - i. Minimum lot width: 55 feet. Radial lots shall have a minimum width of 60 feet from the distance of 30 feet behind the front yard/building line. No lot shall be created that has a front yard with less than 30 feet of frontage on a public street.
 - ii. Minimum lot depth: 120 feet, and depth shall be measured as the average of the two side property lines. Radial lots shall have a minimum lot depth of 105 feet, and depth shall be measured as the average of the two side property lines.
 - iii. Minimum lot area: 6,600 square feet.
 - b. Size of yards.
 - i. Minimum front yard setback: 20 feet.
 - ii. Minimum side yard setback: 7.5 feet. The minimum side yard of a corner lot adjacent to a street shall not be less than 15 feet, except where a side yard is adjacent to a designated arterial street such side yard shall not be less than 25 feet.
 - iii. Minimum rear yard setback: 20 feet.
 - iv. Encroachment by building eaves and air conditioning compressor units: building eaves and air conditioning compressor units may encroach not more than two (2) feet beyond building lines into the required rear yard and side yards.
 - c. Minimum floor area per dwelling:
 - i. 30% of homes shall be required to have a minimum of 2,000 square feet of heated and air-conditioned living quarters/floor area.
 - ii. 90% of homes shall be required to have a minimum of 1,400 square feet of heated and air-conditioned living quarters/floor area.
 - iii. 95% of homes shall be required to have a minimum of 1,300 square feet of heated and air-conditioned living quarters/floor area.
 - iv. 100% of homes shall be required to have a minimum of 1,200 square feet of heated and air-conditioned living quarters/floor area.

6. Facade requirements.
 - a. “Masonry” defined: Building materials including brick, brick veneer, concrete, stone, rock, split face block or other materials of equal characteristics laid up unit by unit and set in mortar. For the purposes of this Ordinance, the following materials and applications shall not be considered to be masonry construction:
 - i. Fiber reinforced cementitious boards or panels (such as “Hardi plank” or “Hardi board”) designed to be attached directly to studs or sheathing by nails, screws or other types of mechanical connectors;
 - ii. Concrete masonry units (CMU); and
 - iii. Exterior insulating finish system (EIFS) or similar applications.
 - b. Minimum masonry construction requirements for all single family residences constructed on property located south of minor arterial are as follows:
 - i. Front façade - masonry 100% up to the soffit.
 - ii. Side façades - masonry on one story homes: 100%
 - iii. Side façades - masonry on two story homes: 50%
 - c. Minimum masonry construction requirements for all single family residences constructed on property located north of minor arterial are as follows:
 - i. Front façade: masonry 100% up to the soffit.
 - d. Masonry construction requirements for all commercial property located within the B-1 Local Business/Residential Mixed Use area shall comply with the ordinances and regulations in effect at the time application is made for a building permit.
 - e. All garage doors shall have a wood or wood like exterior or finish.
 - f. Minimum masonry construction requirements do not apply to areas that are considered to be masonry exclusions. “Masonry exclusions” means windows, doors, eaves, soffits, trim work, gables, walls above roof lines, and entryways/porches.
7. Landscape requirements.
 - a. Single family residential lots shall have at least one (1) 2” or larger caliper (measured at 6 inches above the ground or tree base) trees planted in the front yard of the residence and prior to certificate of occupancy being issued.
 - b. Prior to the first Certificate of Occupancy being issued for each phase of the development an equal number of trees will be planted in the community based on the number of lots in each phase reflected on the plat.
8. Lighting. All parking in multifamily and non-residential areas shall have lighting fixtures, equipment and improvements positioned such that the light-emitting source is shielded and the light does not adversely impact adjacent or nearby residential areas. Light originating from multifamily and non-residential areas is not permitted to shine on any real property beyond the boundaries of the multifamily and non-residential areas from which the light originates.

9. All privacy fencing must be installed at a height of not less than six (6) feet and not more than eight (8) feet, except that within the front yard as defined in the City's Zoning Ordinance, no fence shall be higher than three and one-half (3½) feet above the established street grades within twenty (20) feet of any street intersection, measured at the property line. All fencing that is visible to the public must be stabilized with a metal fence post support beam concreted into the ground to a minimum depth of at least one third the height of the fence with a minimum of two (2) 2" dimensional horizontal rails for cedar or treated picket wood fence paneling.
10. All fencing that is adjacent to public right-of-way as shown in "Exhibit A" shall have masonry columns spaced and erected at the property corners.
11. The developer shall dedicate the ultimate ROW for the minor arterial thoroughfare in accordance with the Major Thoroughfare Plan and design the minor arterial thoroughfare in accordance with the City's design standards. However, the developer shall be required to construct the concrete pavement section that is proportional to the development, i.e. residential street. The construction of the pavement section must be constructed in a way to easily widen the pavement section with minimal impact to the traffic and be approved by the City Engineer.
12. All public improvements shall be subject to the approval of the City Engineer in compliance with the City of Brenham design standards.
13. The following will not be permitted within the R-2 Mixed Residential area or B-1 Local Business/Residential Mixed Use area within the Planned Development District:
 - a. Single Family Detached Units;
 - b. Cluster housing in accordance with cluster housing development provisions of the Subdivision Ordinance of the City of Brenham;
 - c. Group residential uses as provided by state law, such as "family homes," "community homes" or "group homes;"
 - d. Garage apartments;
 - e. Multifamily dwellings, including dormitories for students and fraternity or sorority houses;
 - f. Two-family dwellings or duplexes;
 - g. Mobile homes or manufactured homes;
 - h. Zero lot line housing development, in accordance with zero lot line development provisions of the Subdivision Ordinance of the City of Brenham; or
 - i. Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business.
14. A minimum of 12,000 square feet of all-weather trail(s) (for recreational purposes such as walking, jogging, biking, etc.) shall be constructed within the R-1 Residential area of the Planned Development District.

15. The R-1 Residential area shall have green space and perimeter landscaping as dedicated common areas owned and maintained by the homeowners association and designated as reserves on the subdivision plat.
16. A homeowners association shall be established and its governing documents recorded in the Official Public Records of Washington County prior to issuance of first building permit. Prior to recording with Washington County, the homeowners association governing documents must be submitted to the City for review and approval, and said governing documents shall ensure adequate maintenance of the common areas as shown on the master development plan in Exhibit "A."
17. The street layout shall conform to the master development plan shown in Exhibit "A."
18. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms, and conditions of the Planned Development District provided for herein.

PASSED and APPROVED on its first reading this the 6th day of April, 2017.

PASSED and APPROVED on its second reading this the 20th day of April, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A





AGENDA ITEM 5

DATE OF MEETING: April 20, 2017	DATE SUBMITTED: April 10, 2017															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Final Payment to Collier Construction Co. for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Collier Construction was awarded Bid # 15-006 for the Construction and Rehabilitation of the Nancy Carol Roberts Memorial Library at the April 2, 2015 Council meeting. The total bid amount awarded to Collier Construction was \$3,108,000 which included the base bid of \$3,083,000 and Alternate Number One (1) in the amount of \$25,000 for the Outdoor Reading Room. Change Order 001 in the amount of \$31,642 was approved by Council at the November 19, 2015 Council meeting. Change Order 002 in the amount of \$78,517.36 was approved by Council at the May 19, 2016 Council meeting, and Change Order 003 in the amount of \$10,756.36 was approved by Council at the December 15, 2017 meeting. The project is now complete and ready for final payment. The total payment to Collier construction with all three change orders is \$3,228,915 for the expansion and modernization of the Nancy Carol Roberts Memorial Library. Approval of the final payment of \$851.76 will bring the "Balance to Finish, Including Retainage" to \$0 (zero).																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Application and Certification of Payment; and (2) Schedule of Values																
FUNDING SOURCE (Where Applicable): As approved in the FY16-17 Budget, funding for the Nancy Carol Roberts Memorial Library Modernization project will be allocated from the Library's Capital fund.																

RECOMMENDED ACTION: Approve final payment to Collier Construction Co. in the amount of \$851.76 for the Nancy Carol Robert Memorial Library Expansion, Modernization and Renovation Project and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF # 3 PAGES

TO OWNER:

PROJECT: #1511

City of Brenham
200 W. Vulcan St.
Brenham, Texas 77833

Library Modernization
100 Martin Luther King Jr Pkwy.
Brenham, TX 77833

APPLICATION NO: 19 Retainage

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 11/30/2016

FROM CONTRACTOR:

COLLIER CONSTRUCTION LLC

PO Box 1889
Brenham, TX 77834-1889

CONTRACT FOR:

VIA ARCHITECT:

Komatsu Architecture
3880 Hulen St. #300
Fort Worth, TX 76107

PROJECT NOS :

CONTRACT DATE: 4/13/15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 3,108,000.00
2. Net change by Change Orders \$ 120,915.92
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,228,915.92
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,228,915.92

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
- b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 3,228,915.92

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 851.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$120,915.92	
Total approved this Month		
TOTALS	\$120,915.92	\$0.00
NET CHANGES by Change Order	\$120,915.92	

CONTRACTOR: COLLIER CONSTRUCTION LLC

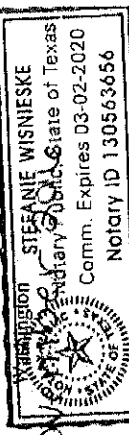
By: [Signature] Date: 11/22/16

State of: Texas County of: Washington

Subscribed and sworn to before me this 22nd day of November, 2016.

Notary Public: Stefanie Wisnieske

My Commission expires: 3-2-2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 851.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 7 Dec 16

This Certificate is for negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Brenham Library Modernization
SCHEDULE OF VALUES**

		PREVIOUS APPLICATION	THIS APPLICATION	COMPLETED	%	BALANCE	RETAINAGE
DIV.01 GENERAL REQUIREMENTS							
Final Cleaning	2,550.00	\$ 2,550	0.00	2,550.00	100%	0.00	0.00
Mobilization	36,620.00	\$ 36,620	0.00	36,620.00	100%	0.00	0.00
DIV.02 EXISTING CONDITIONS							
Demolition	77,928.00	\$ 77,928	0.00	77,928.00	100%	0.00	0.00
Asbestos Abatement	3,442.00	\$ 3,442	0.00	3,442.00	100%	0.00	0.00
DIV. 03 CONCRETE							
Concrete	230,400.00	\$ 230,400	0.00	230,400.00	100%	0.00	460.80
DIV.04 MASONRY							
Masonry	290,629.00	\$ 290,629	0.00	290,629.00	100%	0.00	0.00
DIV.05 STEEL							
Structural Steel	149,479.00	\$ 149,479	0.00	149,479.00	100%	0.00	0.00
Structural Steel Erection	75,600.00	\$ 75,600	0.00	75,600.00	100%	0.00	0.00
DIV.06 WOOD, PLASTICS							
Lath Rough Carpentry	49,680.00	\$ 49,680	0.00	49,680.00	100%	0.00	0.00
Doors and hardware install	3,220.00	\$ 3,220	0.00	3,220.00	100%	0.00	0.00
Interior Arch Woodwork/Cabinets	45,009.00	\$ 45,009	0.00	45,009.00	100%	0.00	0.00
Wood Ceilings- Foyer	33,804.00	\$ 33,804	0.00	33,804.00	100%	0.00	0.00
DIV.07 THERMAL & MOISTURE PROTECTION							
Dampproofing & Sealants	50,126.00	\$ 50,126	0.00	50,126.00	100%	0.00	0.00
Insulation - Building	21,330.00	\$ 21,330	0.00	21,330.00	100%	0.00	0.00
Metal & Mod. Bit Roofing/ Comp. Alum Panels	175,915.00	\$ 175,915	0.00	175,915.00	100%	0.00	0.00
DIV.08 OPENINGS							
Hollow Metal Door & Frames	1,838.00	\$ 1,838	0.00	1,838.00	100%	0.00	0.00
PLAM Wood Doors	8,748.00	\$ 8,748	0.00	8,748.00	100%	0.00	0.00
Hardware	23,760.00	\$ 23,760	0.00	23,760.00	100%	0.00	0.00
Glazed Systems and Auto. Entrances	187,380.00	\$ 187,380	0.00	187,380.00	100%	0.00	0.00
Louvers	2,106.00	\$ 2,106	0.00	2,106.00	100%	0.00	0.00
OH Coll Door	5,788.00	\$ 5,788	0.00	5,788.00	100%	0.00	0.00
DIV.09							
Lath and Plaster	22,939.00	\$ 22,939	0.00	22,939.00	100%	0.00	0.00
Drywall	183,816.00	\$ 183,816	0.00	183,816.00	100%	0.00	0.00
Ceramic Tile	31,860.00	\$ 31,860	0.00	31,860.00	100%	0.00	0.00
Acoustical Ceilings / Wall Panels	34,560.00	\$ 34,560	0.00	34,560.00	100%	0.00	0.00
Concrete Floor Sealer	200.00	\$ 200	0.00	200.00	100%	0.00	0.00
Carpet & VCT	77,301.00	\$ 77,301	0.00	77,301.00	100%	0.00	0.00
Quarts Flooring- Epoxy	23,328.00	\$ 23,328	0.00	23,328.00	100%	0.00	0.00
Painting & VWC	29,656.00	\$ 29,656	0.00	29,656.00	100%	0.00	0.00
DIV.10 SPECIALTIES							
Signage and Graphics	1,371.00	\$ 1,371	0.00	1,371.00	100%	0.00	68.55
Toilet Partitions	3,691.00	\$ 3,691	0.00	3,691.00	100%	0.00	0.00
Toilet Accessories	2,742.00	\$ 2,742	0.00	2,742.00	100%	0.00	0.00
Corner Guards	1,274.00	\$ 1,274	0.00	1,274.00	100%	0.00	0.00
Aluminum Canopies	72,900.00	\$ 72,900	0.00	72,900.00	100%	0.00	0.00
Expansion Joints	2,473.00	\$ 2,473	0.00	2,473.00	100%	0.00	0.00
Flag Pole	3,100.00	\$ 3,100	0.00	3,100.00	100%	0.00	0.00
Fire Extinguishers & Cabinets	1,070.00	\$ 1,070	0.00	1,070.00	100%	0.00	0.00
DIV.11 EQUIPMENT							
Residential Appliances	9,116.00	\$ 9,116	0.00	9,116.00	100%	0.00	0.00
DIV.12 FURNISHINGS							
Roller Shades	10,908.00	\$ 10,908	0.00	10,908.00	100%	0.00	0.00
DIV.21 FIRE PROTECTION							
Fire Sprinkler Incl. Fire Line	37,320.00	\$ 37,320	0.00	37,320.00	100%	0.00	0.00
DIV.22 PLUMBING							
Plumbing	102,600.00	\$ 102,600	0.00	102,600.00	100%	0.00	0.00
DIV.23 HEATING VENTILATING AND AIR CONDITIONING							
HVAC	295,812.00	\$ 295,812	0.00	295,812.00	100%	0.00	0.00
DIV.26 ELECTRICAL							
Electrical	388,260.00	\$ 388,260	0.00	388,260.00	100%	0.00	0.00
Fire Alarm 283100	8,051.00	\$ 8,051	0.00	8,051.00	100%	0.00	0.00
General Conditions	228,000.00	\$ 228,000	0.00	228,000.00	100%	0.00	114.00
Bonds and Insurance	60,300.00	\$ 60,300	0.00	60,300.00	100%	0.00	0.00

**Brenham Library Modernization
SCHEDULE OF VALUES**

		PREVIOUS APPLICATION	THIS APPLICATION	COMPLETED	%	BALANCE	RETAINAGE
PROJECT TOTAL	3,108,000.00	3,108,000.00	0.00	3,108,000.00	100%	0.00	843.35
PMP #1 Remove Res. App. & Add Misc. Steel	-3,116.00	-3,116.00	0.00	-3,116.00	100%	0.00	0.00
PMP #3 Roof Deck Replacement	33,498.00	\$ 33,498	0.00	33,498.00	100%	0.00	0.00
PMP #4 Power & Data for Monitor	1,310.20	\$ 1,310	0.00	1,310.20	100%	0.00	0.00
PMP #5 Add Site Pole Lights and Pole Bases	33,448.00	\$ 33,448	0.00	33,448.00	100%	0.00	0.00
PMP #7 Structural & Roofing Coordination	8,686.72	\$ 8,687	0.00	8,686.72	100%	0.00	0.00
PMP #9 Structural Steel	14,108.64	\$ 14,109	0.00	14,108.64	100%	0.00	0.00
PMP #10 Existing Slab Floating/Leveling	22,224.00	\$ 22,224	0.00	22,224.00	100%	0.00	0.00
PMP#11 Install Frosted Glass	2,016.00	\$ 2,016	0.00	2,016.00	100%	0.00	0.00
PMP #12 Mech. Equip. coord. w/ Electric Panel RFI03	1,172.64	\$ 1,173	0.00	1,172.64	100%	0.00	0.00
PMP#14 - RFI 40, 41, Plus Relocate Door	-923.00	\$ (923)	0.00	-923.00	100%	0.00	0.00
PMP#15 Bracket Supports, Additional Power	1,590.40	\$ 1,590	0.00	1,590.40	100%	0.00	-0.45
PMP#16 Book Drop/ Alt. Locker Type	2,851.52	\$ 2,852	0.00	2,851.52	100%	0.00	14.26
PMP#17 Overhead Door Lock	156.80	156.80	0.00	156.80	100%	0.00	0.00
PMP#18 Earthwork to prep concrete	3,892.00	\$ 3,892	0.00	3,892.00	100%	0.00	194.60
TOTAL	3,228,915.92	3,228,915.92	0.00	3,228,915.92	100%	0.00	851.76
Project: Brenham Library Modernization Application: #19 Retainage Date: 11/30/16 Inclement Weather Days: Other Days:							



AGENDA ITEM 6

DATE OF MEETING: April 20, 2017	DATE SUBMITTED: April 12, 2017															
DEPT. OF ORIGIN: Purchasing Services	SUBMITTED BY: Sara Parker															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Contract Between the City of Brenham and the Harris County Department of Education (Choice Partners) for Cooperative Purchasing Services and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Chapter 271 of the Texas Local Government Code allows municipalities to enter into interlocal agreements with cooperative purchasing associations such as Choice Partners. The cooperative awards contracts for goods and services through a competitive bidding process which meets the standards of State of Texas purchasing statutes. These contracts are made available to participating entities. The advantages of a cooperative contact are lower administrative costs, improved response from vendors, and the potential for lower costs through increased volume. The City has the option on any individual purchase or project to utilize a cooperative contract or to pursue other qualifying means, including the full bid process. Thus, the purchasing cooperative provides another tool to achieve best value for the City. There is no cost to the City to join Choice Partners or utilize their contracts. A later item on today's Agenda is for copiers to be leased through Choice Partners.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: As listed above. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Choice Partners Contract Categories; and (2) Interlocal Contract with Harris County Department of Education																
FUNDING SOURCE (Where Applicable):																

RECOMMENDED ACTION: Approve an Interlocal Contract between the City of Brenham and the Harris County Department of Education (Choice Partners) for Cooperative Purchasing Services and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

Expand purchasing capabilities without adding staff

Our members gain immediate access to legal contracts, vendors and shared services solutions from the purchasing cooperative of Harris County Department of Education. A partial listing of our many contract categories is below.



FACILITY SERVICES

- Athletic Surfaces
- Disaster Recovery/Restoration
- Electrical
- Elevator
- Energy: Electricity, Fuel
- Exterior Cleaning
- Flooring
- HVAC Equipment/Services
- Job Order Contracting / Construction
- Lawn Care Service/Equipment
- Modular Buildings
- Painting
- Playgrounds
- Plumbing
- Roofing and Waterproofing
- Trenchless Technology Rehab
- Tree Trimming
- Water Quality, Waste Management



FOOD/CAFETERIA SUPPLIES

- Bread, Dairy, Frozen Desserts, Grocery, Produce
- Commodity Processing
- Food Supplies and Equipment
- Nutrition Software



SERVICES

- Art Consulting
- Drug Testing
- Moving
- Printing
- Security Officers
- Temporary Help



SUPPLIES

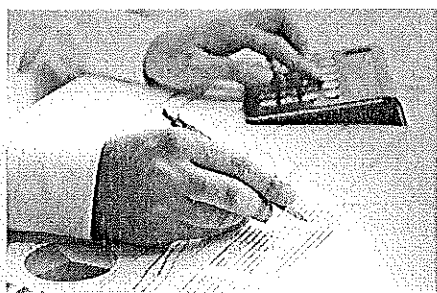
- Books and Textbooks
- Educational/Instructional
- Furniture
- Janitorial
- Medical
- Office
- Supply Catalog*



TECHNOLOGY

- Audio Visual
- Equipment, Training, Service
- Hardware, Software, Supplies
- Infrastructure as a Service
- Software as a Service
- Security Systems

*Includes more than 1,300 competitively awarded line items, with new awards each April.



Facilities Planning Services

Need to improve efficiency, save money or develop effective facilities operations plans? Call on our professional facilities team for any of the following:

- Operational Analysis -- maintenance and operations efficiencies
- Quality Control Commissioning
- Facility Trending Study
- Facility and Space Utilization Studies
- Training and Best Practices

www.ChoicePartners.org

**Interlocal Contract - City
Between Harris County Department of Education
& City of _____**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of _____ ("CITY"), located in _____ County, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. **CITY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: James Colbert, Jr.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

City of _____
 Attn: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Email: _____

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the services with no charge from HCDE, including Choice Partners.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

_____	Harris County Department of Education
Name of City	
_____	_____
Authorized Signature	
_____	James Colbert, Jr.
Printed Name	
_____	County School Superintendent
Title	
_____	_____
Date	Date



AGENDA ITEM 7

DATE OF MEETING: April 20, 2017	DATE SUBMITTED: April 12, 2017															
DEPT. OF ORIGIN: Purchasing	SUBMITTED BY: Sara Parker															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☐ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Contract with Xerox Financial Services LLC for Leased Office Automation Equipment and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Earlier this year, a survey of the City's photocopier fleet was conducted to determine needs for upgrades, additions, or replacements. It was determined that two machines, one at the Fire Department and one in the Accounting Department need to be replaced with new and upgraded units. There is also a need for an additional unit for Community Services due to recent office moves in City Hall. Purchasing staff researched several brands and models. Quotes were requested from Dahill Xerox and Ricoh USA, Inc. Xerox proved to have the lower pricing and we also received a glowing recommendation from a local customer for the same model proposed for the City. Xerox pricing is from the Choice Partners cooperative presented earlier in today's meeting, Contract No. 12/016DG-01. The three copiers that are being replaced will be sold through GovDeals.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Best value to City. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Quote from Xerox; and (2) Master Agreement with Xerox Financial Services LLC																
FUNDING SOURCE (Where Applicable): Budget. Various departments																

RECOMMENDED ACTION: Approve a 3 year lease contract with Xerox Financial Services LLC for leased automation equipment in the amount of \$10,559 per year and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

February 16, 2017

Xerox Quote for Three-Year Lease of Photocopiers

Configuration

Equipment	Quantity
Xerox WorkCentre Color MFP 7845I (45 page per minutes)	3
Finishers	Quantity
Office Finisher LX: 2,000-sheet stacker, 50 sheets staples, 2 position stapling	3
2/3 hole punch	3
Fax line	3
High Capacity Feeder (Fire Dept. unit only)	1

Service Cost

Description	Quantity per quarter	Total/Month
# B&W Prints included	25,500	\$55.25
# Color Prints included	16,500	\$220.00
Total Monthly Cost:		\$275.25
Total Monthly per Machine		\$91.75

Equipment Cost

Description	36 Month Lease
7845 MFD 45 PPM Color	\$150.39
Office Finisher LX	\$20.64
2/3 Hole Punch	\$12.15
Fax Line	\$7.48
Service Contract	\$91.75
Total Monthly per Machine*	\$282.41
High Capacity Feeder	\$32.68
Total Monthly per Machine**	\$315.09

* Accounting and Community Services Departments

** Fire Department

COST PER COPY AGREEMENT
Fixed Purchase Option
(State and Local Governmental Transactions Only)



Dealer		Lease Agreement Number	
CUSTOMER INFORMATION			
Full Legal Name		DBA	
Billing Address		City	State ZIP Code
Phone	Contact Name	Contact Email	Customer PO# (Optional)
EQUIPMENT			
Qty	Equipment Description	Qty	Equipment Description
Equipment Location (if different from Billing Address)			
TERM AND PAYMENT	PURCHASE OPTION	IMAGE TYPE	IMAGES INCLUDED
Monthly Lease Payment , plus applicable taxes	Fixed Purchase Option: \$1	B&W	
		Color	
		Everyday Color	
Term in months:			
		EXCESS CHARGE	PRINTS INCLUDED
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.			
Authorized Signer X	Date	Federal Tax ID # (Required)	
Print Name	Title (indicate President, Partner, Proprietor, etc.)		
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC	Name and Title	Date	
TERMS & CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" above. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.). "Equipment" means the items identified in "Equipment" above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement, including any attached Equipment Schedule. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (unless otherwise agreed by you, Dealer and us), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. We have acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.

3. Equipment and Software. Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.

5. Lease Term. The Initial Lease Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new lease for upgraded or replacement equipment that incorporates the remaining payments under this Lease and the new lease is subsequently terminated, we may reinstate this Lease.

6. Payment of Fixed Purchase Amount. At the end of the Initial Lease Term, provided that you are not in default hereunder and amounts due under this Lease have been paid in full, you have the option to purchase the Equipment for one-dollar (\$1.00).

7. Equipment Delivery and Maintenance. Equipment (including software) will be delivered to you by the Dealer at the location specified above or in an Equipment Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and or prints. You must purchase copier paper separately. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE. You agree to pay for service maintenance outside of Dealer's normal business hours for service required as a result of your negligence or misuse of the Equipment at Dealer's customary rates. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you.

8. Equipment Ownership, Labeling and UCC Filing. Title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights or obligations under this Lease. Our assignee will have the same rights and obligations that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold us harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of your tax exempt status. If Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. In all taxing jurisdictions except CT, CO and OR, you shall file and pay all personal property taxes on the Equipment. In any taxing jurisdiction located within CT, CO or OR, we shall file, bill and collect from your account all personal property taxes on the Equipment.

11. Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.

12. Equipment Warranty Information and Disclaimers. WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

13. Default and Remedies. You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the then determined fair market value thereof as of the end of the Initial Lease Term, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You shall, at your expense, (a) keep the Equipment insured against loss or damage for a minimum of its full replacement value under a comprehensive policy of insurance or other equipment replacement coverage with an insurance carrier of your choice, which coverage and carrier is satisfactory to us, (b) provide proof of insurance satisfactory to us within thirty (30) days after you execute this Lease. Insurance proceeds received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your obligations under this Lease. No insurance coverage for the Equipment, or the loss of the Equipment, is provided under this Lease.

15. Customer Purchase Order. If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.

16. Finance Lease and Customer Waivers. If this Lease is not characterized as a secured transaction, you and we agree this Lease is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease, you agree to furnish financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.

18. Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.

19. Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS. YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you. Further, you authorize us to make non-financial additions and or modifications to this Lease in order to correct or complete same, including but not limited to lease number, serial numbers and signor titles.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate). If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of three hundred sixty (360) days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment, and such an obligation will survive termination of this Lease.



**Addendum to Xerox Financial Services LLC
Cost Per Copy Agreement # 010-0073018-001**

The following sections replace or modify the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

11. Liability. WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. ***"To the extent allowed by law, you agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease of the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software and does not waive any immunity or defenses of the parties hereto."***

Customer Acceptance:

BRENHAM, CITY OF

Authorized Signor: _____

Print Name: _____

Title: _____

Date: _____

Lessor Acceptance:

Xerox Financial Services

Accepted by: _____

Name: _____

Title: _____

Date: _____

* Signor for the Lease Agreement and the Addendum must be the same.



AGENDA ITEM 8

DATE OF MEETING: April 20, 2017	DATE SUBMITTED: April 13, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Kacey Weiss															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Request for a Noise Variance from Marrisa Amador for a Graduation Party to be Held on May 12, 2017 from 6:00 p.m. – 10:00 p.m. at the Fireman’s Park Kitchen and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Marrisa Amador has requested a noise variance for a graduation party to be held on May 12, 2017 from 6:00 p.m. – 10:00 p.m. at the Fireman’s Park kitchen. They will be using sound amplification equipment. Both the Police Department and the Fire Department have approved the noise variance request.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Noise Variance Request																
FUNDING SOURCE (Where Applicable): N/A																
RECOMMENDED ACTION: Approve a request for a noise variance from Marrisa Amador for a graduation party to be held on May 12, 2017 from 6:00 p.m. – 10:00 p.m. at the Fireman’s Park kitchen and authorize the Mayor to execute any necessary documentation																
APPROVALS: Terry K. Roberts																

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Marrisa Amador
2. Name and address of individual making application on behalf of sponsoring organization: Marrisa Amador 2075 FM 389 TRLR 6 Brenham TX 77833
3. Purpose of the Event: Texas A&M College of Nursing Graduation WHOOP!
4. Location of Event: Fireman's Park: Fireman's Kitchen
5. Date of the event: Friday May 12, 2017
6. Time of Event: 6:00pm-10:00pm
7. Event Set-up: From: 3:00pm To: 5:00pm
Event Clean-up: From: 10:00pm To: 11:00pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Family and friends gathered to celebrate the graduation. There will be eating, and hope-fully some music, karaoke, and dancing.
 - b) Bands/Musical Instruments: _____
 - c) Sound amplification equipment: speakers microphone for karaoke
 - d) Cleanup provisions: I will be cleaning up, as I want my deposit refunded.

Marrisa Amador
Name of Applicant (Printed or Typed)
Marrisa Amador
Applicant or Authorized Person's Signature

Date: 04/11/2017
Phone: 832-352-9847

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? Yes X No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

