



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 19, 2023 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 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. Approve Ordinance No. O-23-003 on Its Second Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Chris and Deanna Marek to Allow an Accessory Dwelling Unit (ADU) as an Accessory Use to Uses Permitted in a Mixed Residential Use Zoning District (R-2) on Approximately 0.386 Acres of Land Located at 604 S. Baylor Street, and Further Described as Lot E Part 3A, E Part 4A, Block 91, of the Original Town Addition in Brenham, Washington County, Texas (Case No. P-22-027)**

4-b. Approve Ordinance No. O-23-004 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham for an Amendment to the City of Brenham's Official Zoning Map to Change the Zoning District From a Local Business Residential Mixed Use District (B-1) to an Industrial Use District (I) on Approximately 3.77 Acres, Which is a Portion of a 6.899 Acre Tract of Land, Currently Addressed as 1150 Dixie Road and Being Further Described as Tract 51 (WCAD) Out of the Phillip Coe Survey, A-0031 in Brenham, Washington County, Texas (Case No. P-22-026)

4-c. Approve a Multi-Year Contract Between the City of Brenham and Pitney Bowes Global Financial Services, LLC Related to the Lease of the Postage Machine in the Amount of \$81,557.40 and Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

- 5. Discussion and Presentation Related to An Application with the Texas Department of Housing and Community Affairs (TDHCA) by Trinity Housing Development for the Housing Tax Credit Program and The Multifamily Direct Loan Program**

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 6. Public Hearing, Discussion and Possible Action to Approve an Ordinance on Its First Reading Amending the Thoroughfare Plan 2022, a Supplement of the City of Brenham's Comprehensive Plan 'Historic Past, Bold Future: Plan 2040' (Case No. P-22-031)**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon a Noise Variance Request from Tara Royer Steele Related to Live Outdoor Music at Fireman's Park Pavilion on Various Dates Between January 21, 2023 and June 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon a Noise Variance Request from Brazos Valley Brewing Company Related to Live Outdoor Music at 206 S. Jackson Street, Brenham, Texas on Various Dates Between January 20, 2023 and June 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 6, 2023 Election and Authorize the Mayor to Execute Any Necessary Documentation**

10. Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 6, 2023 Election and Authorize the Mayor to Execute Any Necessary Documentation
11. Discuss and Possibly Act Upon A License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation
12. Discuss and Possibly Act Upon the Termination of the License Agreement Between the City of Brenham and Country Sunshine Related to the Mobile Kitchen Located Adjacent to 110 West Main Street and Authorize the Mayor to Execute Any Necessary Documentation
13. Discuss and Possibly Act Upon the Award of RFP No. 23-001 for the Supply of Aviation Fuel and Associated Services at the Brenham Municipal Airport, Including Approval of Associated Contract(s), and Authorize the Mayor to Execute Any Necessary Documentation
14. Discuss and Possibly Act Upon Resolution No. R-23-002 Related to the Installation of a Changeable Electronic Variable Message Sign (CEVMS) to be Located at 1007 Walter Schwartz Way, Brenham, Texas
15. Discuss and Possibly Act Upon the Submission of a Grant Application Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Two (2) Electronic Message Boards for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation
16. 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.
17. Discuss and Possibly Act Upon the Appointment of Nine Members (Places 1 Through 9) to Serve on the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of Two Years Beginning January 1, 2023 and Authorize the Mayor to Execute Any Necessary Documentation
18. Discuss and Possibly Act Upon the Appointment of a Board Member to Serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of One Year Beginning January 1, 2023 and Authorize the Mayor to Execute Any Necessary Documentation
19. Administrative/Elected Officials Report

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

EXECUTIVE SESSION

20. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**
21. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas**
22. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters**
23. **Section 551.074 - Texas Government Code - Personnel Matters - Annual Evaluation of the City Manager and Associated Matters**

RE-OPEN REGULAR SESSION

24. **Discuss and Possibly Act Upon the Annual Evaluation of the City Manager and Associated Matters and Authorize the Mayor to Execute Any Necessary Documentation**

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 January 19, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Friday, the 13th day of January 2023 at 6:15 p.m .

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested 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 _____, 2023 at _____ a.m./p.m.

Signature

Title

ORDINANCE NO. 23-003

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.386 ACRES OF LAND ADDRESSED AS 604 S. BAYLOR STREET, BEING FURTHER DESCRIBED AS E PART 3A, E PART 4A, BLOCK 91, ORIGINAL TOWN ADDITION, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Chris and DeAnna Marek, the owners of the 0.386 acres of land generally located on the west side of S. Baylor Street, south of East Second Street, north of Gilder Street and addressed as 604 S. Baylor Street, being further described as E PT 3A, E PT 4A, Block 91 Original Town Addition, in Brenham, Washington County, Texas (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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” of the City of Brenham Code of Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on December 19, 2022, with two (2) conditions: 1) that the Property, which is currently platted as two lots, shall be replatted into one (1) residential lot with approval by the Planning and Zoning Commission; and 2) that the off-street parking area and driveway serving the ADU shall be improved to an impervious surface of either asphalt or concrete; and

WHEREAS, subject to the two (2) aforementioned conditions, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to Chris and DeeAnna Marek for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-2 Mixed Residential use zoning district on approximately 0.386 acres of land addressed as 604 S. Baylor Street, being further described as E PT 3A, E PT 4A, Block 91 Original Town Addition in Brenham, Washington County, Texas, said 0.386 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the Property shall be in accordance with the following special conditions on the subject 0.386 acre tract: 1) the Property, which is currently platted as two lots, shall be replatted into one (1) residential lot with approval by the Planning and Zoning Commission; and 2) the off-street parking area and driveway serving the ADU shall be improved to an impervious surface of either asphalt or concrete.

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 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. As otherwise permitted by law and/or Brenham’s Zoning Ordinance, as it exists or may be amended.

SECTION 4. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 5th day of January 2023.

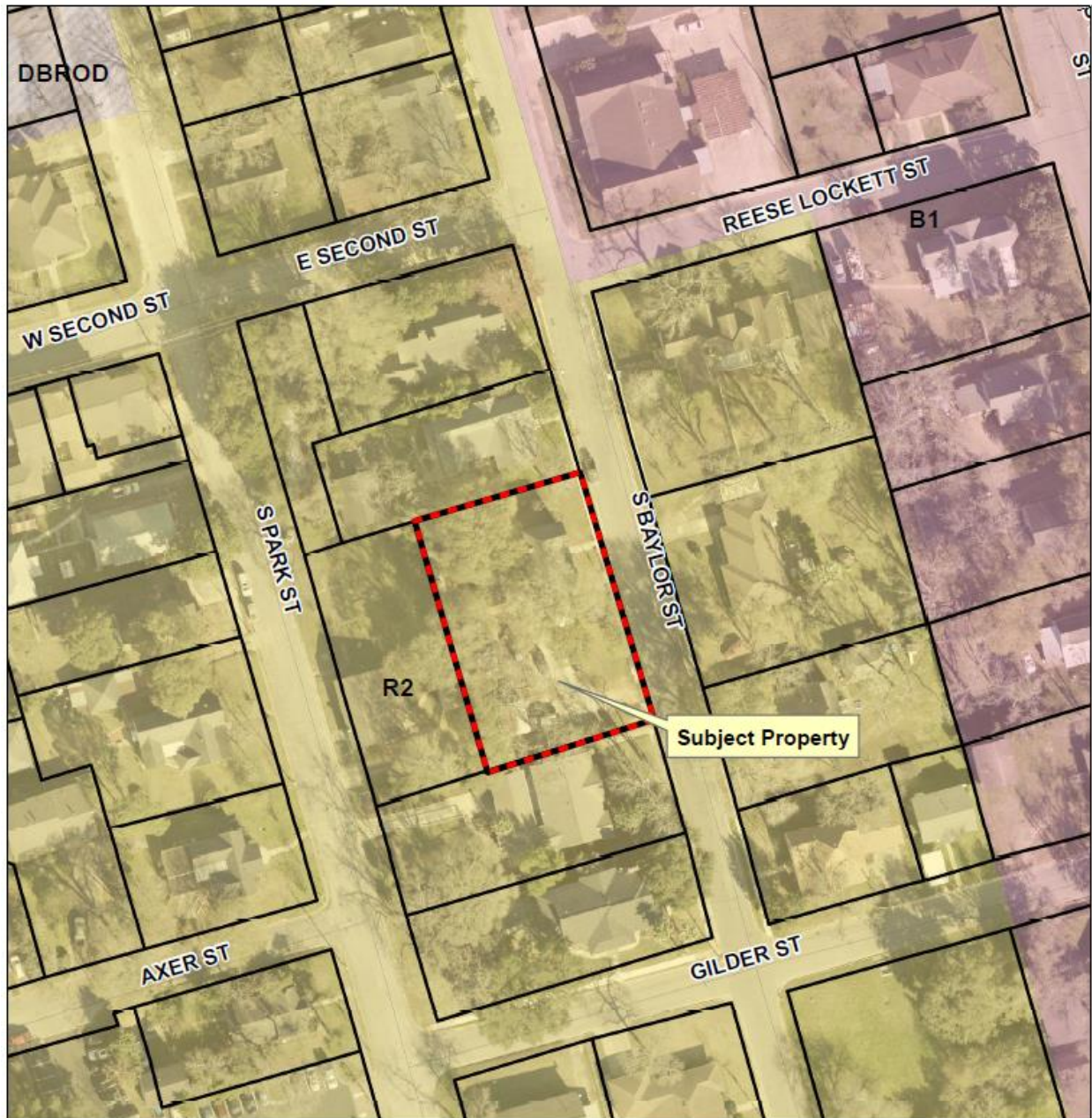
PASSED and APPROVED on its second reading this the 19th day of January 2023.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map 604 S Baylor Street Specific Use Permit Request

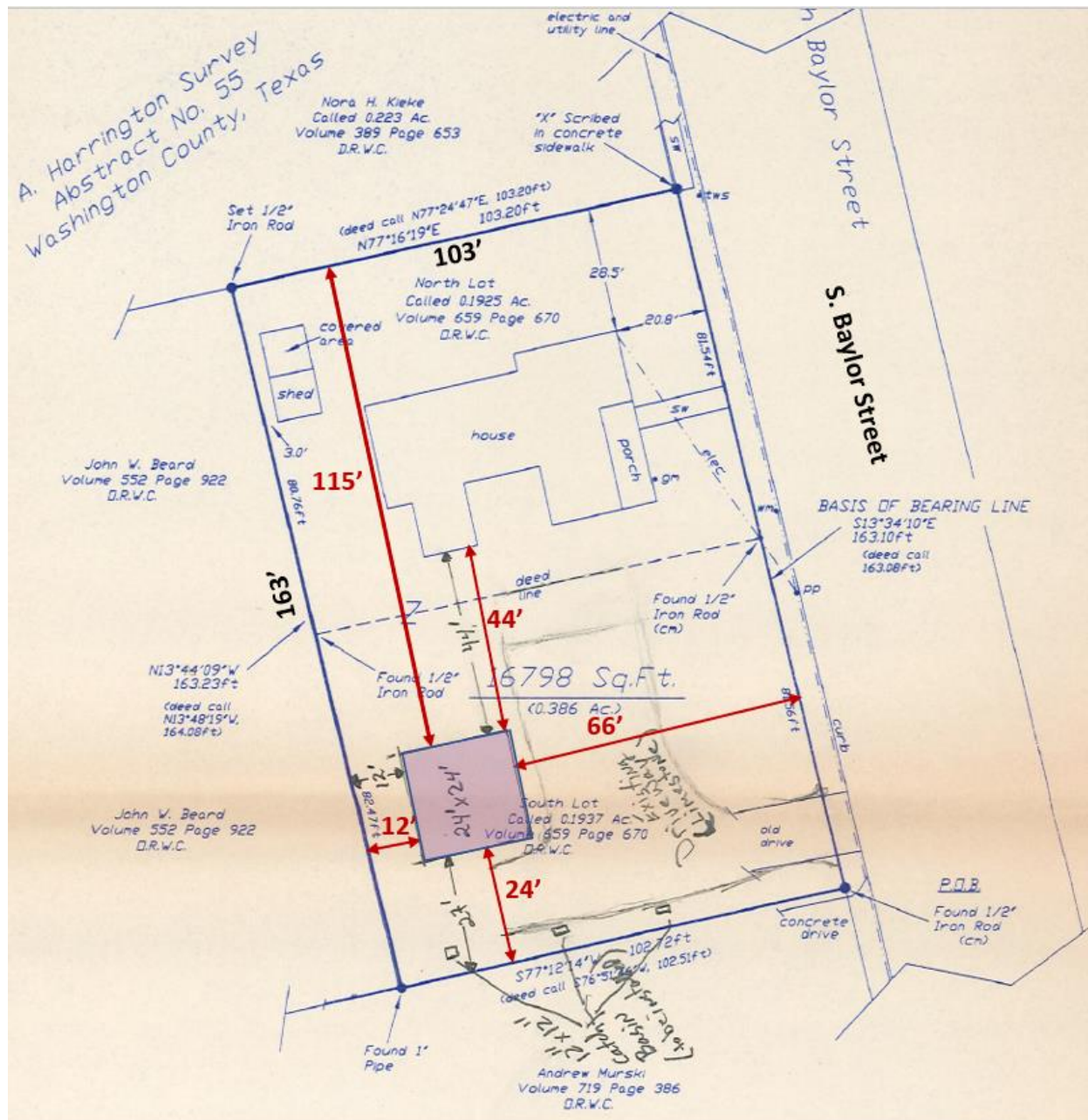


- B1 Local Business Mixed
- Downtown Business/Residential Overlay District
- R2 Mixed Residential



1 inch = 83 feet

EXHIBIT “B” Site Plan



ORDINANCE NO. 23-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM LOCAL BUSINESS/RESIDENTIAL MIXED USE DISTRICT (B-1), TO AN INDUSTRIAL DISTRICT (I), ON A 3.77 ACRE TRACT OF LAND AS FURTHER DESCRIBED IN THIS ORDINANCE

WHEREAS, Brannon Industrial Group, LLC, owner of the 3.77 acres of land that is a portion of a 6.899-acre tract generally located on the east side of Dixie Road, west of Oak Creek Way, south of Confederate Lane and addressed as 1150 Dixie Road, and being further described as Tract 51 (WCAD) of the Phillip Coe Survey, in Brenham, Washington County, Texas (the "Property"), has requested that the Property be rezoned; and

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" of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning and Zoning Commission held a public hearing on the requested rezoning; and

WHEREAS, this amendment was recommended unanimously for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on November 21, 2022; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property;

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:

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 are hereby amended by changing the zoning district classification from a Local Business / Residential Mixed Use District (B-1) to Industrial District (I) on an approximate 3.77 acres of land addressed as 1150 Dixie Road, and further described as Tract 51 (WCAD) of the Phillip Coe Survey, in Brenham, Washington County, Texas, said area of land being further described and depicted on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein for all pertinent purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 5th day of January 2023.

PASSED and APPROVED on its second reading this the 19th day of January 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

Blakey Surveying, LLC

4650 Wilhelm Lane
Burton, Texas 77835-5794

Telephone 979-277-8549

BRANNON INDUSTRIAL GROUP, LLC
3.77 ACRE TRACT

ALL THAT TRACT OR PARCEL OF LAND containing 3.77 acres, situated in Washington County, Texas, being out of the Phillip Coe Survey, Abstract No. 31, and being a portion of a called 6.899 acre tract described in that deed dated June 30, 2022, from John L. Choyce, et ux to Brannon Industrial Group, LLC, recorded in Volume 1848, Page 538 of the Official Records of Washington County, Texas, said 3.77 acre tract being more particularly described as follows:

BEGINNING at a found ½ inch iron rod, lying in the Southeast margin of Confederate Lane (30 ft. private access easement, described in Volume 600, Page 308, Official Records of Washington County, Texas), marking the Northwest corner of the Brannon Industrial Group, LLC called 10.00 acre tract (Volume 1389, Page 0233 of the Official Records of Washington County, Texas), marking the Northeast corner of the original called 6.899 acre tract (hereafter referred to as "original tract"), and marking the Northeast corner of the herein described tract;

THENCE along the West line of the called 10.00 acre tract, with the East line of the original tract, S 14deg 15min 33sec E, 430.65 ft., to a point near fence corner, lying in the North line of the Marie A. Surovik Revocable Trust called 15.37 acre tract (Volume 1672, Page 511, Official Records of Washington County, Texas), marking the Southwest corner of said 10.00 acre tract, marking the Southeast corner of the original tract, and marking the Southeast corner of the herein described tract (a treated fence corner post bears N 14deg 15min 08sec W, 1.5 ft. from this point for reference);

THENCE along a portion of the Northwest line of the Surovik tract, with a portion of the Southeast line of the original tract, S 74deg 19min 34sec W, 398.97 ft., to a point for corner, marking the Southwest corner of the herein described tract (a set ½ inch iron rod, marking the Southwest corner of the original tract, bears S 74deg 19min 34sec W, 300.39 ft. from this point for reference);

THENCE with the West line of the herein described tract, severing the original tract, N 09deg 53min 57sec W, 431.66 ft., to a point at fence corner, lying in the Southeast margin of the aforementioned Confederate Lane, lying in the Northwest line of the original tract, and marking the Northwest corner of the original tract;

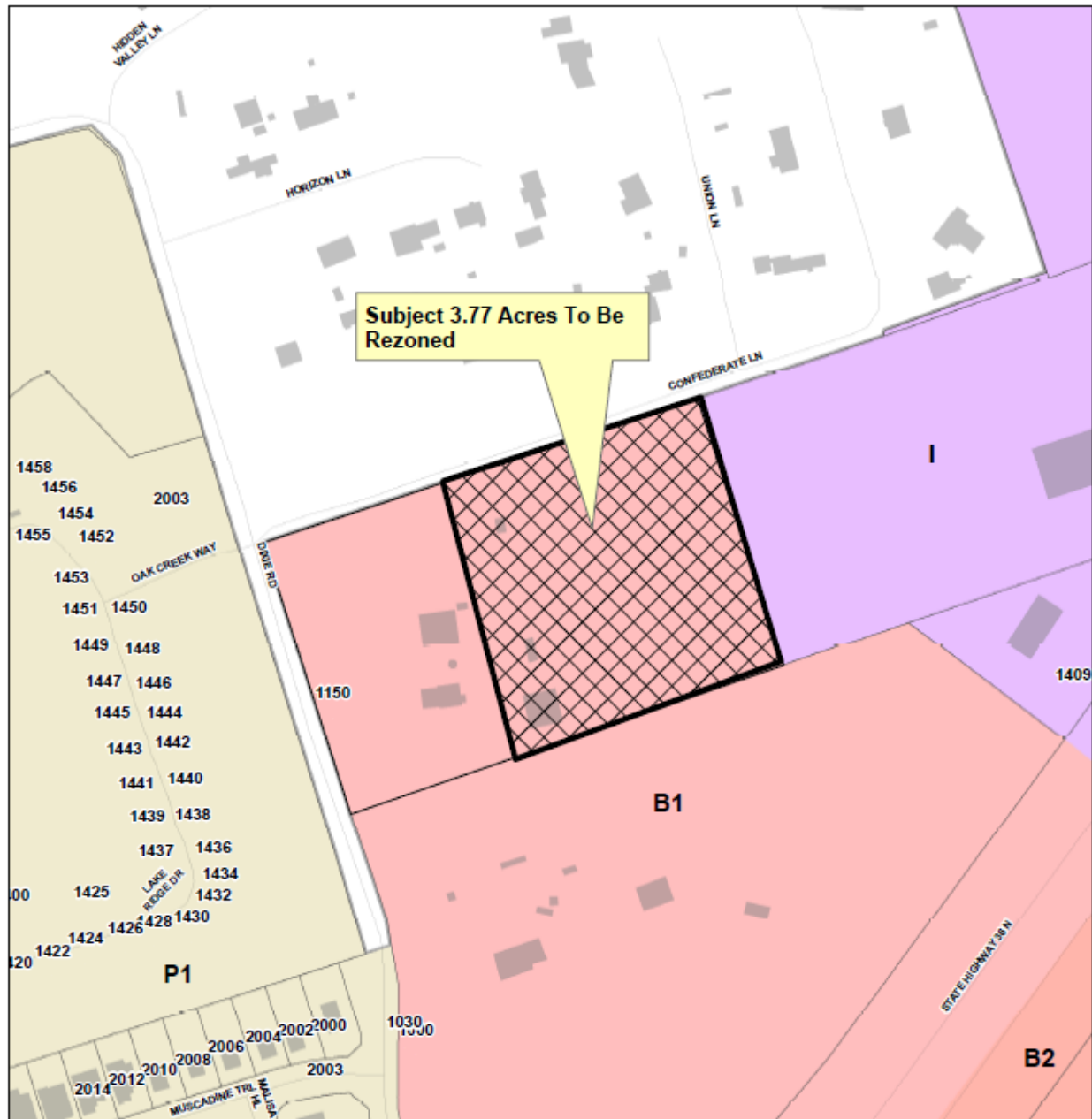
THENCE along the Southeast margin of Confederate Lane, N 74deg 09min 43sec E, 366.17 ft., to the **PLACE OF BEGINNING** and containing 3.77 acres of land.

September 14, 2022
W.O.#2022-3353

Michael J. Blakey
Registered Professional Land Surveyor No. 5935

~~The proposed~~ and made a part of this description.

Exhibit "B"



1150 Dixie Road

 B1 Local Business Mixed	 I Industrial
 B2 Commercial Research and Technology	 P1 Planned Development
 B3 Historical and Central Business	 R1 Residential Single Family
 B4 Neighborhood Business District	 R2 Mixed Residential
 Downtown Business/Residential Overlay District	 R3 Manufactured Home Residential

1 inch = 200 feet





Regular City Council
AGENDA ITEM 4-C.

Agenda Item: Approve a Multi-Year Contract Between the City of Brenham and Pitney Bowes Global Financial Services, LLC Related to the Lease of the Postage Machine in the Amount of \$81,557.40 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Utility Billing

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

The attached lease for Pitney Bowes mail equipment replaces the current lease due to expire December 2023. The bill printing software used with the current equipment is outdated and technical support is no longer available. A software upgrade is needed immediately and because the postage machine and software work hand-in-hand, we would like to upgrade them at the same time. There will be no penalty in canceling the current lease for the mail machine and by renewing the lease early, Utility Billing will have the benefit of new, upgraded equipment as well as upgraded software. The new mail machine will have automatic multiple page envelope stuffing, not currently available. The current quarterly payment on the equipment is \$4,077.87. The new quarterly payment will be \$4,843.68. This lease is available through BuyBoard, Contract #656-21 and will be for a term of 5 years.

This mail equipment is not only used for the mailing of utility bills at over 90,000 bills per year, but also all other departmental outgoing mail, all which is tracked by department for expensing.

ATTACHMENTS:

(1) Pitney Bowes Contract

RECOMMENDED ACTION:

Approve a multi-year contract between the City of Brenham and Pitney Bowes Global Financial Services, LLC related to the lease of the postage machine, in the amount of \$81,557.40, and authorize the Mayor to execute any necessary documentation.



Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF BRENHAM

746000404

Sold-To: Address

200 W VULCAN ST, BRENHAM, TX, 77833-3149, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Courtney Dudenhoeffer

9793377523

0017372313

Bill-To: Address

PO BOX 1059, BRENHAM, TX, 77834-1059, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Courtney Dudenhoeffer

9793377523

0017372319

ebudenhoesffer@cityofbrenham.org

Ship-To: Address

200 W VULCAN ST. BRENHAM, TX. 77833-3149. US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Courtney Dudenhoeffer

9793377523

0011481380

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY5000	Relay 5000 Inserting System
1	CRM4	CRight Mailer Bus Services Suite (BSS)
1	CRM8	CRight Mailer Elec Deliv Integrated SW
	DITS	Scan Install and Training
	DITV	Installation and Training-Stackers
2	F780183	Sheet/Flat Envelope Tray
2	F780184	Insert Tray
1	F7SB	Barcode Scanning Software
1	SMA_TIER1	SMA Tier 1 - Software Service Agreement
1	STD SLA	Standard SLA-Equipment Service Agreement (for Relay 5000 Inserting System)
	TI0K	Inserter Installation & Training
1	TI50	Relay 5000 Inserting System
1	TIRW	2d Tower/Inst&Trg/Relay Integ Pro ADV
1	TIVP	Vertical Power Stacker

	WPF1	Document Pro Svcs Level 1
	WSMF	CRight Mailer Install /Training
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro P SendPro 360 Ship Access
1	APSD	Connect+ 145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	SJM2	SoftGuard for SendPro P2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 1,614.56	\$ 4,843.68

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #656-21

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Jeffrey Medlin

jeffrey.medlin@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discussion and Presentation Related to An Application with the Texas Department of Housing and Community Affairs (TDHCA) by Brenham Crossing, LP for the Housing Tax Credit Program and The Multifamily Direct Loan Program

Meeting Type: Regular Meeting-January 19, 2023

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

Trinity Housing Development is making an application for the Low Income Housing Tax Credit (LIHTC) Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) to be located on the North side of US Hwy 290, west of Westwood Lane.

To be responsive to Council's request that future LIHTC applications be brought to Council with time for Council to research and consider the item thoroughly, Michael Fogel will make a work session presentation.

ATTACHMENTS:

(1) Trinity Housing Development Presentation for 2023 LIHTC Application

RECOMMENDED ACTION:

No action required at this time.



BRENHAM JUNCTION

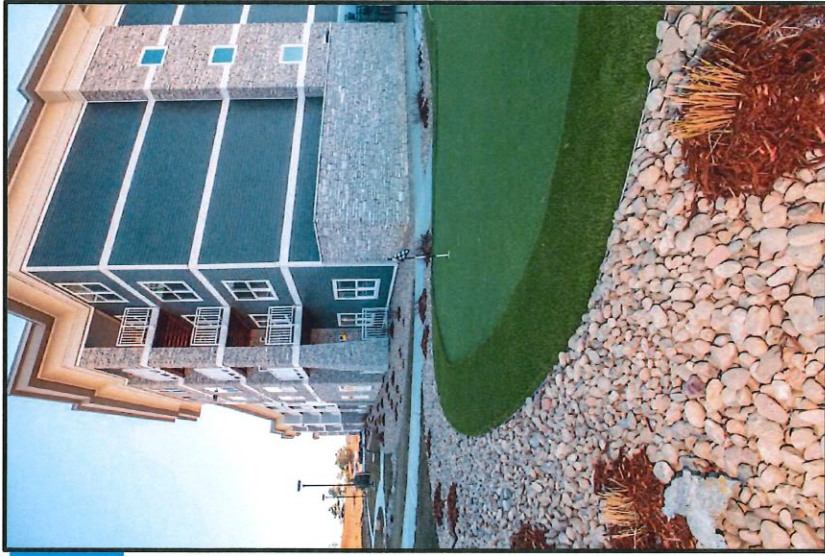
A PROPOSED MIXED-INCOME COMMUNITY



Site Location



Trinity Tax-Credit Properties



TRINITY
HOUSING DEVELOPMENT

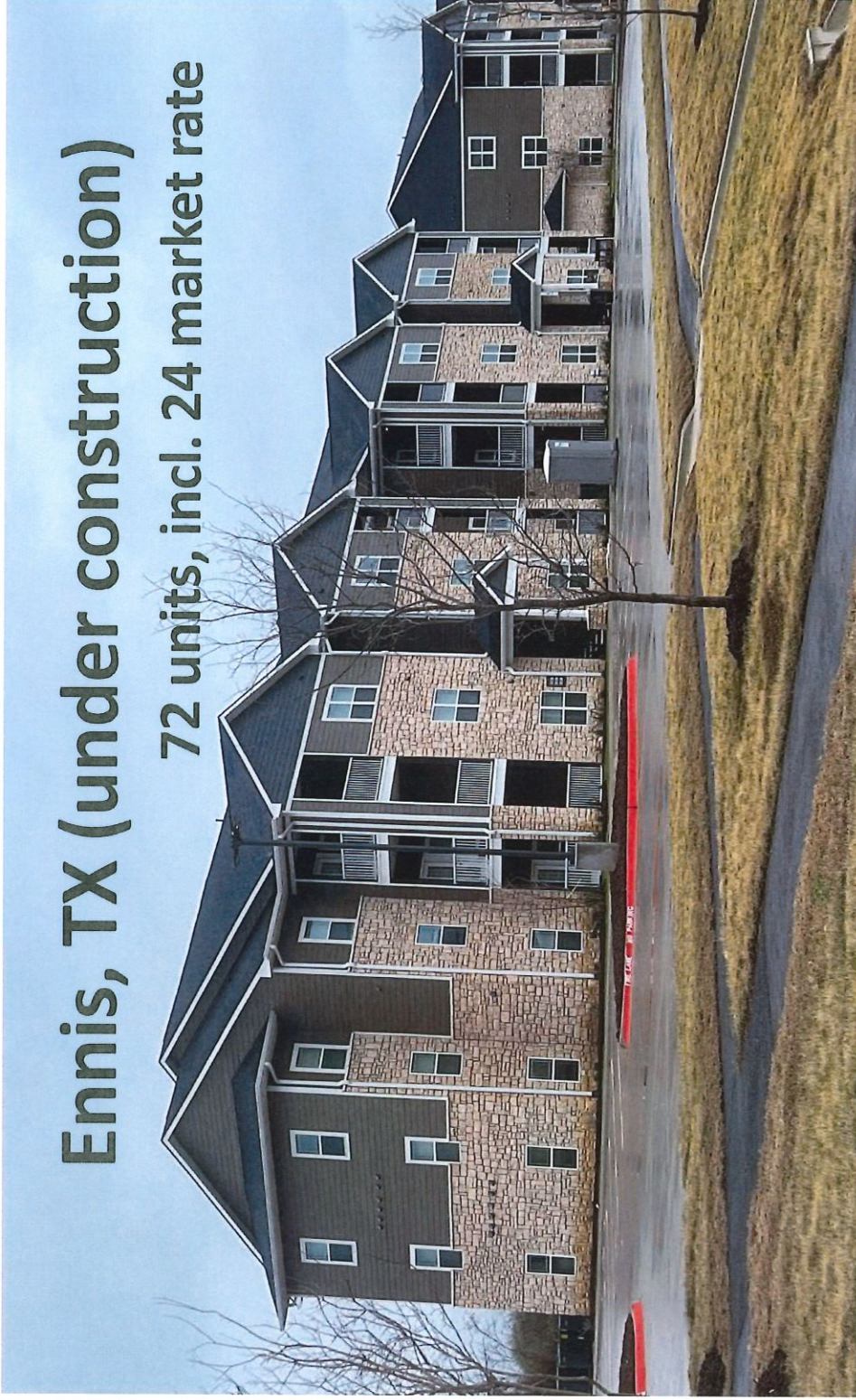
Brenham Trails at Market Square



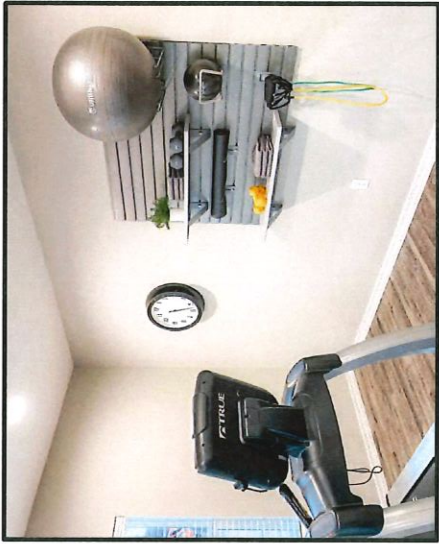
TRINITY
HOUSING DEVELOPMENT

Ennis, TX (under construction)

72 units, incl. 24 market rate







Affordable Housing Tax Credits

- Funding mechanism that provides equity for residential development
- In exchange for partial project funding, a set number of units withing the development are rent and income restricted
 - Properties may contain a mixture of rent/income restricted units and market-rate units
- Credits awarded annually by the Texas Dept. of Housing & Community Affairs in a competitive process
- Tenants subject to criminal background screening & credit checks
- Not public housing or Section 8
- Not a property tax exemption – but may be combined with one
- Resolution of support requested from the City Council
 - Needed in order to apply for the tax credit funding – March 1 deadline

Project Specifics

- 48 units
- 1, 2, and 3-bedroom units
- Non-senior property, open to all ages
- Mix of units bound to tax credit rent & income restrictions (at or below 60% AMI), and market rate units
- Targeting 24 tax credit units and 24 market rate units
- Approval of the tax credit resolution of support enables the development of both the restricted and non-restricted units – neither of which would be possible on their own.
- **City (and County) Property Tax Abatement requested**
 - Needed mechanism for feasibility of the project and inclusion of workforce housing and market rate units
- 380 Agreement

Income & Rent Limits

* Applicable only to the LIHTC units

INCOME LIMITS

AMFI %	Number of Household Members					
	1	2	3	4	5	6
30	\$ 16,470	\$ 18,840	\$ 21,180	\$ 23,520	\$ 25,410	\$ 27,300
40	\$ 21,960	\$ 25,120	\$ 28,240	\$ 31,360	\$ 33,880	\$ 36,400
50	\$ 27,450	\$ 31,400	\$ 35,300	\$ 39,200	\$ 42,350	\$ 45,500
60	\$ 32,940	\$ 37,680	\$ 42,360	\$ 47,040	\$ 50,820	\$ 54,600
80	\$ 43,920	\$ 50,240	\$ 56,480	\$ 62,720	\$ 67,760	\$ 72,800

RENT LIMITS

AMFI %	Number of Bedrooms		
	1	2	3
30	\$441	\$529	\$611
40	\$588	\$706	\$815
50	\$735	\$882	\$1,019
60	\$882	\$1,059	\$1,223
80	\$1,177	\$1,412	\$1,631
Market Rate	tbd	tbd	tbd

Unit Mix

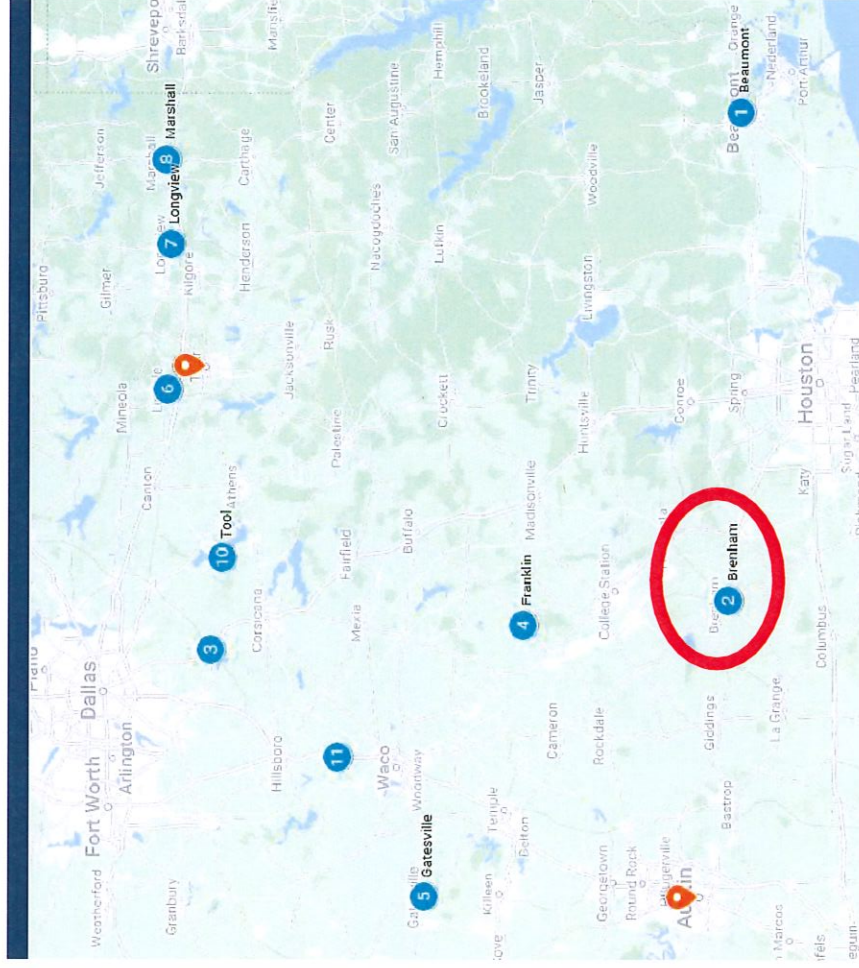
**TBD – Will be presented at
City Council Workshop
Session on January 19**

**Developer is targeting 50% of units
at market rate**

Trinity Developments

1. Beaumont
2. Brenham
3. Ennis
4. Franklin
5. Gatesville
6. Lindale
7. Longview
8. Marshall
9. San Angelo
10. Tool
11. West

Local offices: Austin & Tyler



Thank You



Regular City Council
AGENDA ITEM 6.

Agenda Item: Public Hearing, Discussion and Possible Action to Approve an Ordinance on Its First Reading Amending the Thoroughfare Plan 2022, a Supplement of the City of Brenham's Comprehensive Plan 'Historic Past, Bold Future: Plan 2040' (Case No. P-22-031)

Meeting Type: Regular Meeting-January 19, 2023

Department: Development Services

Staff Contact: Shauna Laauwe, AICP

SUMMARY STATEMENT:

Mr. David Klingler owns 140-acres of land outside of the city limits, but within the City's Extraterritorial Jurisdiction (ETJ). The tract is generally located near the northeast city limits of Brenham, abutting the city limits line along the east side of Old Masonic Road, and being north of Brookside Drive and west of FM 2935. Mr. Klingler wishes to plat a 10.60-acre portion of his tract for the development of four (4) residential lots. As the property is within the ETJ, the proposed plat is approved through the Planning and Zoning Commission. During a preliminary review, it was found that the 2022 Thoroughfare Plan Map shows a proposed collector street going through the tract. Mr. Klingler is requesting that the proposed collector street, that would require an 80-foot right-of-way dedication at the time of platting, be removed from the official Thoroughfare Plan Map that was adopted in February 2022 as part of the overall Thoroughfare Plan. The overall Thoroughfare Plan report discusses, creates, and refines the existing Brenham Thoroughfare Plan Map, provides typical street sections for new development, highlights priority transportation projects, establishes a current truck routes map, proposes priority bicycle and pedestrian routes via an official map, and initiates a detailed traffic impact analysis guideline discussion for future implementation.

On December 19, 2022, after a public hearing and discussion, the Planning and Zoning Commission recommended unanimously in support of the amendment request.

For additional background information and a complete staff analysis, please see the attached Staff Report.

ATTACHMENTS:

- (1) Ordinance for First Reading
- (2) Staff Report
- (3) Proposed 2023 Thoroughfare Plan Map

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending the Thoroughfare Plan 2022, a supplement to the City of Brenham's Comprehensive Plan 'Historic Past, Bold Future: Plan 2040' (Case No. P-22-031).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING THE 2022 THOROUGHFARE PLAN MAP, A SUPPLEMENT TO THE CITY OF BRENHAM COMPREHENSIVE PLAN "HISTORIC PAST, BOLD FUTURE: PLAN 2040;" REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY AND SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2022 Thoroughfare Map was adopted as part of the City of Brenham 2022 Thoroughfare Plan adopted by Ordinance No. O-22-003 on February 17, 2022; and

WHEREAS, the City of Brenham Comprehensive Plan, "Historic Past, Bold Future: Plan 2040" ("Plan 2040") was adopted by the City Council on September 19, 2019; and

WHEREAS, the transportation focus area of Plan 2040 describes the near-term and long- range transportation needs and priorities in and around the City and states that the top focus areas include improving safety and connectivity and relieving congestion; and

WHEREAS, Mr. David Klinger, the owner of approximately 140 acres of real property out of the Prosper and Adolphus Hope Survey, A-62, located within the City of Brenham Extraterritorial Jurisdiction (ETJ) and generally located east of Old Masonic Road and west of FM 2935, has requested that an amendment to the official 2022 Thoroughfare Plan Map and associated maps be approved to remove a proposed future collector street that intersects through his property;

WHEREAS, during further review of the property owner's request, it became evident that the existing 2022 Thoroughfare Plan Map should be updated to remove the proposed collector roadway as the placement would not be feasible and did not reflect the City of Brenham's growth and provide for current and future needs; and

WHEREAS, the 2022 Thoroughfare Plan report discusses, creates, and refines the existing Brenham Thoroughfare Plan Map, provides typical street sections for new development, highlights priority transportation projects, establishes a current truck routes map, proposes priority bicycle and pedestrian routes via an official map, and initiates a detailed traffic impact analysis guideline discussion for future implementation; and

WHEREAS, the thoroughfare plan map amendment was considered and recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting on December 19, 2022: and

WHEREAS, the City Council, following a public hearing regarding the adoption of the proposed 2022 Thoroughfare Plan Map amendment, hereby finds and determines the adoption of this Ordinance will promote sound development of the City of Brenham, and further promotes the public health, safety and welfare; and

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

SECTION 1.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

The City of Brenham 2023 Thoroughfare Plan Map, attached hereto as Exhibit "A" and incorporated herein for all purposes, shall be and is hereby adopted and made the official thoroughfare plan map of the City of Brenham, Texas, hereinafter designated as the "City of Brenham 2023 Thoroughfare Plan Map."

SECTION 3.

The 2023 Thoroughfare Plan Map is a policy guide for the City Council, City Boards and Commissions, City staff and the public for evaluating and reviewing the physical and infrastructure development of the City and such regulations as may be utilized to implement the goals and policies of the Comprehensive Plan.

SECTION 4.

The 2022 Thoroughfare Plan shall not constitute zoning or subdivision regulations or establish zoning district boundaries. In particular, the 2023 Thoroughfare Plan Map, Thoroughfare Future Land Use Map, Priority Projects Map, Truck Routes Map, and Bicycle and Pedestrian Map shall not be, nor shall it be considered, a zoning map, nor constitute zoning regulations or establish zoning boundaries, and shall not be site nor parcel specific and shall only be used to illustrate generalized policies.

SECTION 5.

Any provision of any prior ordinance of the City, whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect. The 2023 Thoroughfare Plan Map adopted by this Ordinance expressly repeals, supersedes and replaces the City of Brenham 2022 Thoroughfare Plan Map in its entirety.

SECTION 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 7.

Notice of the time and place, where and when said Ordinance would be considered by the City Council at any and all public meetings was given in accordance with applicable law, prior to the time designated for meeting.

SECTION 8.

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

PASSED and APPROVED on its first reading this the ____ day of January 2023.

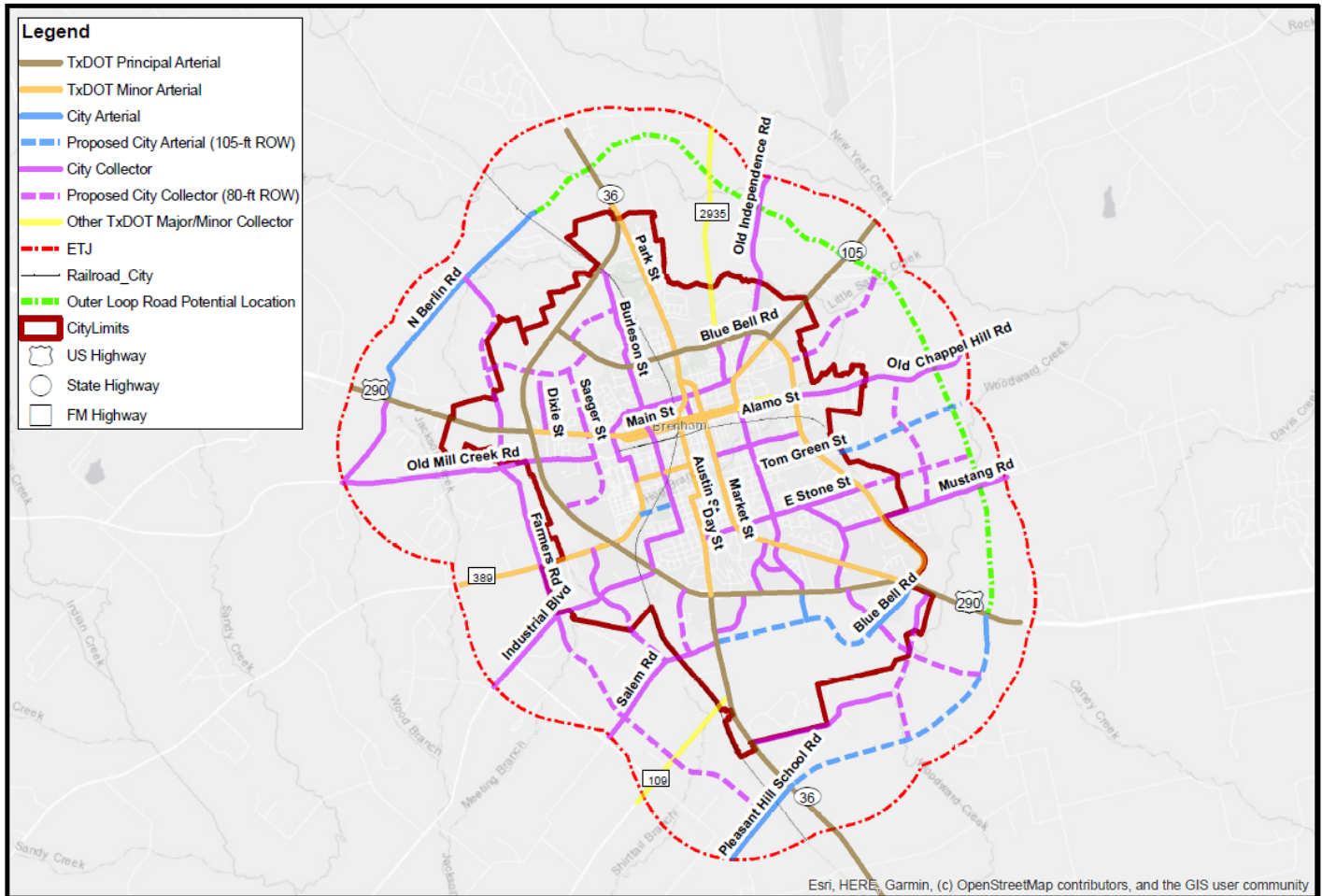
PASSED and APPROVED on its second reading this the ____ day of February 2023.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Proposed Thoroughfare Map Revision
January 2023



Figure 1.01-1 Thoroughfare Plan Map

CASE NUMBER P-22-031 AMENDMENT TO THOROUGHFARE PLAN MAP

REQUEST:

Mr. David Klingler owns 140-acres of land outside of the city limits, but within the City's Extraterritorial Jurisdiction (ETJ). The tract is generally located near the northeast city limits of Brenham, abutting the city limits line along the east side of Old Masonic Road, and being north of Brookside Drive and west of FM 2935. Mr. Klingler wishes to plat a 10.60-acre portion of his tract for the development of four (4) residential lots. As the property is within the ETJ, the proposed plat is approved through the Planning and Zoning Commission. During a preliminary review, it was found that the Thoroughfare Plan Map shows a proposed collector street going through the tract. Mr. Klingler is requesting that the proposed collector street, that would require an 80-foot right-of-way dedication at the time of platting, be removed from the official Thoroughfare Plan Map that was adopted in February 2022 as part of the overall Thoroughfare Plan. The overall Thoroughfare Plan report discusses, creates, and refines the existing Brenham Thoroughfare Plan Map, provides typical street sections for new development, highlights priority transportation projects, establishes a current truck routes map, proposes priority bicycle and pedestrian routes via an official map, and initiates a detailed traffic impact analysis guideline discussion for future implementation.

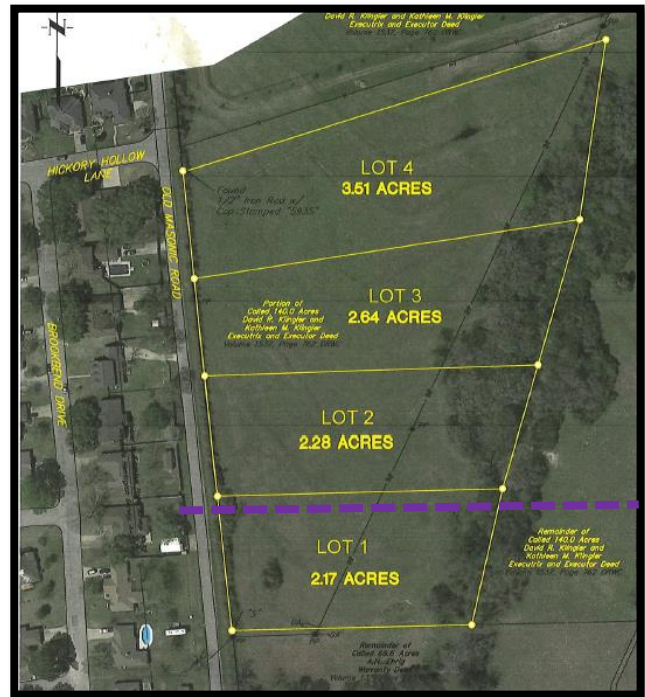
BACKGROUND and ANALYSIS:

The map shown in Figure 1 details the city limit line in red, the approximate location and configuration of a 10.60-acre portion of the Klingler tract to be platted depicted by a yellow dashed line, and the proposed collector street shown by a purple/black line. Both the 2014 and 2022 Thoroughfare Plan Maps indicate that the purple/black line shown in Figure 1 to be a proposed collector street that was envisioned to connect Scenic Street and Old Masonic Road to FM 2935. The Thoroughfare Plan and associated maps show both existing roadways and proposed roadways with classifications from local/residential streets, collector streets, to arterial streets and highways. Each street classification has an associated right-of-way width with residential streets being the least with 55-feet to arterials that have 105-feet of right-of-way. The adopted Thoroughfare



Maps are necessary to ensure a well-planned community as they account for existing and new development. The map serves as a projection of where roadways are required to serve a growing population and increased traffic demands in an attempt to mitigate unusual road alignments and connections. The adopted Thoroughfare Plan map also shows where existing roads may need to be extended and where new roads would be beneficial to accommodate future growth both within the city limits and ETJ. On the 2022 adopted Thoroughfare Map shown in Figure 2, the dashed lines are proposed roadways/extensions, while the solid lines are exiting streets. A mistake was made on the 2022 Map as the proposed collector in question is shown as solid line. When a developer wishes to develop and plat a tract of land, the zoning and future land use maps, as well as the Thoroughfare Map is consulted to see if the tract of land meets the intended use and regulations.

When a street is shown to border or go through a tract of land, the city requires right-of-way dedication as part of the plat. If the projected street abuts the property, half the dedication is requested from each abutting property owner as it is platted for development. In this case, the proposed collector street goes through the Klinger tract and would require an right-of-way dedication as it would totally be within the development and cross between proposed Lots 1 and 2 of the future plat (Exhibit C).



Mr. Klinger wishes for the projected collector street shown to traverse his property be removed from the adopted 2022 Thoroughfare Map as it could reduce the property values of the proposed platted lots. Staff finds that a collector street is not warranted at this location as it may not be feasible for Scenic Drive, an existing local/residential street, to serve as a connector to North Park Street to the west to FM 2935 to the east. An alternative connection between Old Masonic Road and FM 2935 will be researched and brought forward at later date.

PROPOSED AMENDMENTS:

Figure 3: Adopted Thoroughfare Plan Map

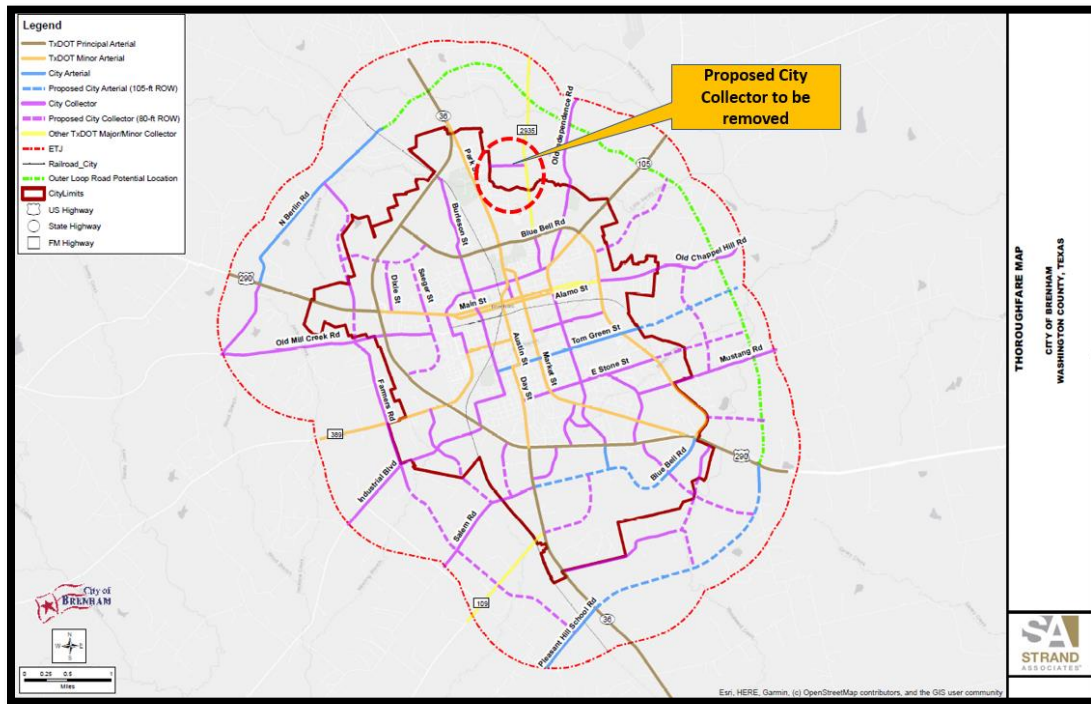
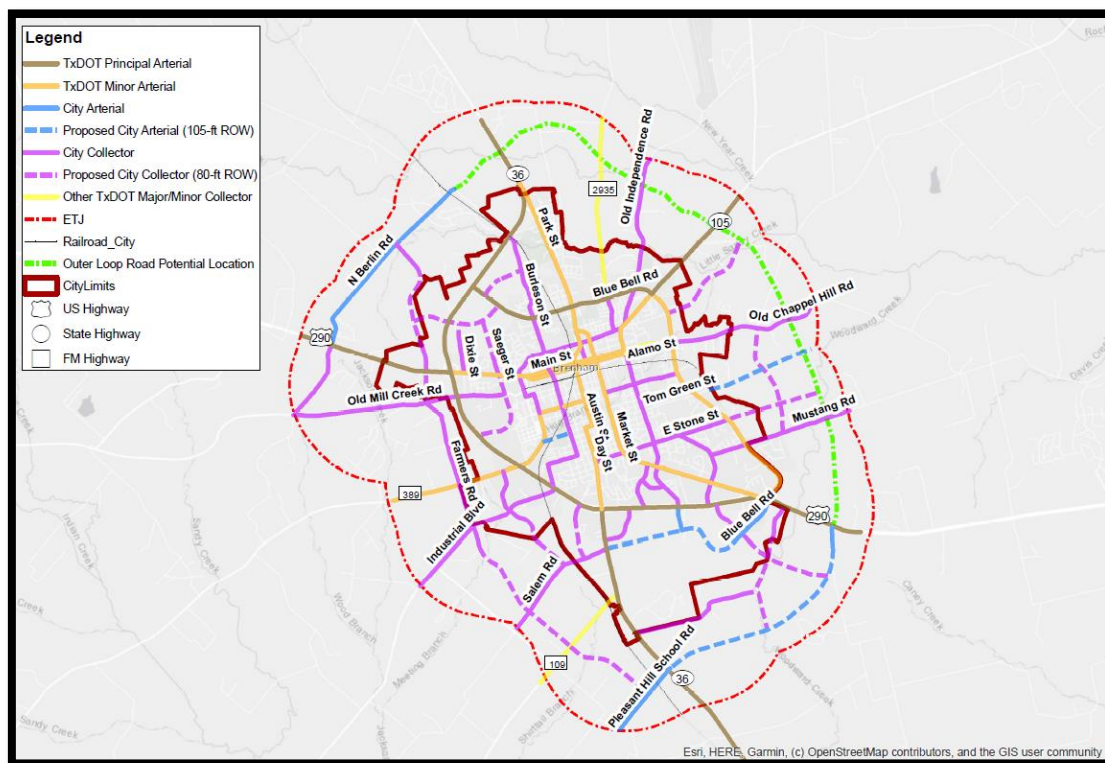


Figure 4: Proposed Thoroughfare Plan Map



PUBLIC COMMENTS:

The Notice of Public Hearing for the proposed Text Amendment was published in the Brenham Banner on December 11, 2022. Any public comments submitted to staff will be provided prior to the Planning and Zoning Commission and City Council prior to their decision on the matter.

STAFF RECOMMENDATION:

Staff recommends **approval** of an ordinance to amend the 2022 Thoroughfare Plan Maps to remove the proposed collector street show to connect Old Masonic Road to FM 2935.

Attachment:

1. Exhibit "A": Letter from Mr. Klinger

EXHIBIT "A"
LETTER FROM MR. KLINGER

DAVID KLINGLER

281-382-9773 davidklingler@mac.com 2450 Old Masonic Rd., Brenham, TX 77833

November 1, 2022

City of Brenham

To whom it may concern,

I recently submitted a plat for four residential lots (from 2-4 acres) on Old Masonic Rd to the city for consideration. The response was that a "20-foot access easement along the south property line of proposed Lot 1 to accommodate a future bike/pedestrian trail shown on the City's 2022 Thoroughfare Plan" was required. However, it was pointed out in a later meeting that the plan did not show a "future bike/pedestrian trail" but a current major thoroughfare. Of course, that road (going from Old Masonic Rd to FM 2935) does not exist. Moreover, putting a future road in that spot would require moving power lines as well as installing a major bridge in order to traverse a 20 foot drop in elevation that is a major drainage area. Finally, such a road would so negatively effect my land value that I would never grant an easement. I would request that the city take these issues into account and grant approval of the proposed lots without any reservations.

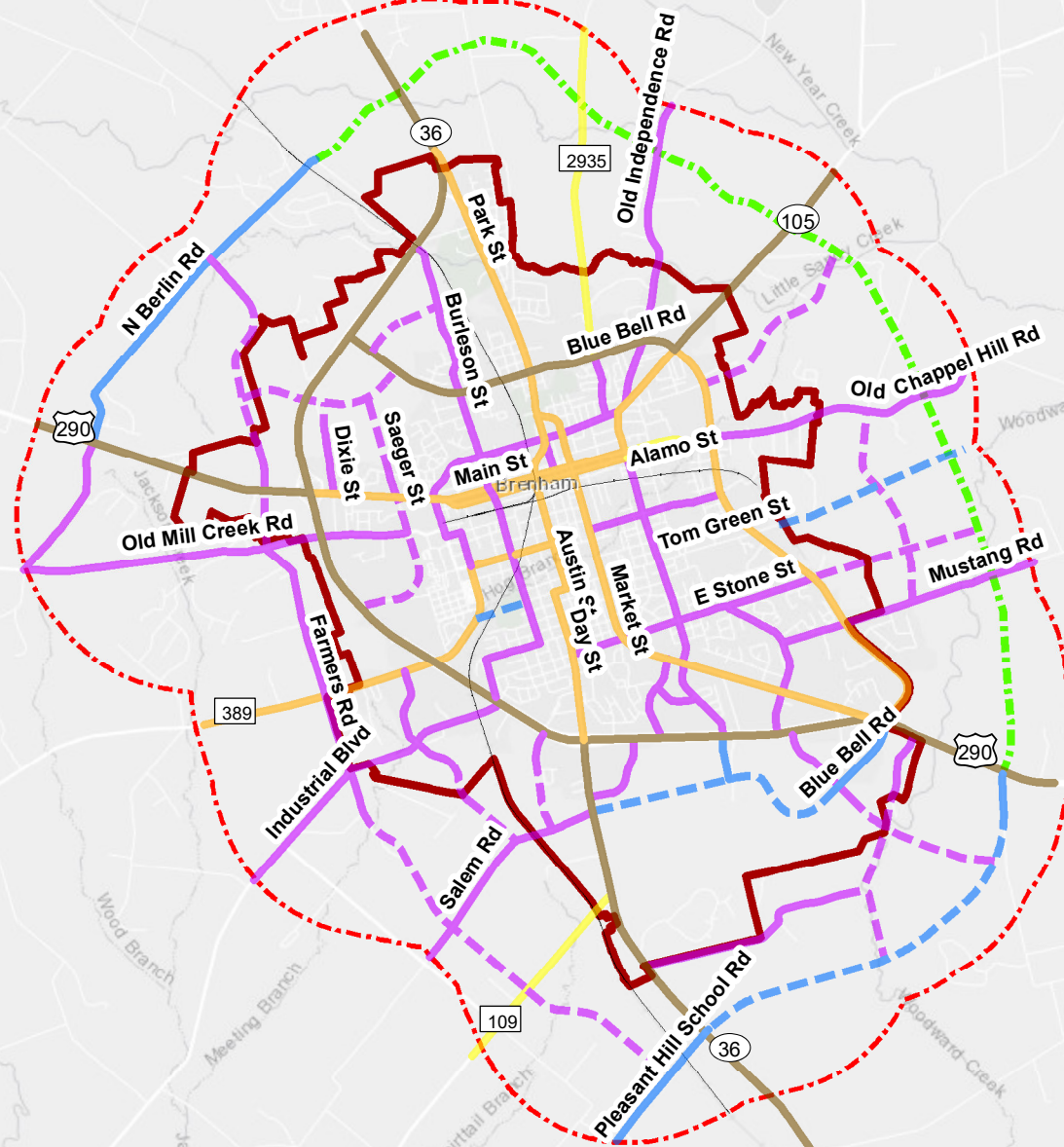
Sincerely yours,



DAVID KLINGLER

Legend

- TxDOT Principal Arterial
- TxDOT Minor Arterial
- City Arterial
- - - Proposed City Arterial (105-ft ROW)
- City Collector
- - - Proposed City Collector (80-ft ROW)
- Other TxDOT Major/Minor Collector
- - - ETJ
- Railroad_City
- - - Outer Loop Road Potential Location
- CityLimits
- US Highway
- State Highway
- FM Highway



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Proposed Thoroughfare Map Revision
December 2022





Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon a Noise Variance Request from Tara Royer Steele Related to Live Outdoor Music at Fireman's Park Pavilion on Various Dates Between January 21, 2023 and June 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

Gather n Grace will be hosting Monday Family Dinners, which is a free meal for the community. It will be located at the Fireman's Park Pavilion every Monday through June 30, 2023, beginning January 16th from 6-8pm. Approximately 100 attendees are expected. During the meal, music will be playing and due to the use of amplified sound, a noise variance is required. This application is on the regular agenda because it involves multiple dates.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance for music to be held every Monday through June 30, 2023, beginning January 16th, at the Fireman's Park Pavilion from 6:00 P.M. to 8:00 P.M.



Noise Variance Request

For: Monday Family Dinners

Name of sponsoring organization: Gather n Grace

Your Contact Information

Name: Tara Royer Steele

Phone: 512-626-3316

Email: Hello@allthingsacres.com

Event Details

Event Name: Monday Family Dinners

Purpose: Free meal for community

Location: Fireman's Park Pavilion

Date: 2023-01-16 Every Monday thru June 30th

Time: 6pm

Setup From: 5pm **To:** 8pm

Clean up From: 8pm **To:** 8:30pm

Types of activities planned and any additional information specific to this event: We will have tables set up and serve a simple meal

Describe activities at this event that require the variance to the noise ordinance: we will have a simple alexa type music from phone

Will you use sound amplification equipment? No

Cleanup Provisions: load up what bring in and sweep area

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:

Approved by City Council on the _____ day of _____, 2022



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon a Noise Variance Request from Brazos Valley Brewing Company Related to Live Outdoor Music at 206 S. Jackson Street, Brenham, Texas on Various Dates Between January 20, 2023 and June 30, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

This item is a request from Joshua Bass, owner of the Brazos Valley Brewing Company (BVBC). This request is for a variance allowing BVBC to hold live outdoor music at their business location, 206 S. Jackson Street, beginning this weekend and lasting through June 30th. The music will be provided by various bands and will take place from 6:00 p.m - 9:00 p.m. on Fridays and Saturdays.

BVBC is in an Industrial Zone, and music is an allowed use in the zone. Staff recommend approval of this variance. This request is on the regular agenda because it is for multiple dates, and because one citizen has complained about the music.

ATTACHMENTS:

(1) Noise Variance Request

RECOMMENDED ACTION:

Approve a Noise Variance request from Brazos Valley Brewing Company for live outdoor music at 206 S. Jackson Street, for various dates between January 20, 2023 through June 30, 2023, and authorize the Mayor to execute any necessary documentation.

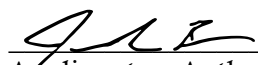
NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Brazos Valley Brewing Company
2. Name and address of individual making application on behalf of sponsoring organization: Joshua Bass
1304 Gun and Rod Rd, Brenham, TX 77833
3. Purpose of the Event: Live Music
4. Location of Event: 206 S Jackson St, Brenham, TX 77833
5. Date of the event: See Below
6. Time of Event: See Below
7. Event Set-up: From: N/A To: N/A
Event Clean-up: From: N/A To: N/A
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: Live music on outdoor stage
 - b) Bands/Musical Instruments: Typically solo musicians, occasionally 2-3 piece bands
 - c) Sound amplification equipment: Yes, provided by each musician
 - d) Cleanup provisions: N/A

Joshua Bass
Name of Applicant (Printed or Typed)

Date: 1-04-2023


Applicant or Authorized Person's Signature

Phone: 713-584-3804

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):

We have live music once or twice during the weekends. We are requesting this variance for Friday and Saturday evenings from 6-9p, for a six month period beginning Jan 6, 2023 through Jun 30, 2023. Thank you.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 6, 2023 Election and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

As in previous years, the City, BISD and Blinn all contract with Washington County for election services and equipment. This Interlocal Agreement addresses various election-related issues and outlines what each entity will be responsible for during the May 6, 2023 General Election.

This Agreement is consistent with the terms outlined in the City's Election Services Agreement with Washington County that is also being considered on this agenda. Please note that both BISD and Blinn have their own individual agreements with the County.

ATTACHMENTS:

(1) ILA with BISD and Blinn

RECOMMENDED ACTION:

Approve an Interlocal Agreement between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 6, 2023 Elections and authorize the Mayor to execute any necessary documentation.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM, BRENHAM INDEPENDENT SCHOOL DISTRICT, AND BLINN COLLEGE FOR THE MAY 6, 2023 ELECTIONS

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Brenham, hereinafter referred to as “City,” the Brenham Independent School District, hereinafter referred to as “BISD,” and Blinn College, hereinafter referred to as “Blinn,” is for the conduct of early voting by personal appearance to be held at a common location, the conduct of election day, and all other election related functions for the May 6, 2023 elections for the City of Brenham, Texas General Election, the Brenham Independent School District Board of Trustees Election, and the Blinn College Board of Trustees Election.

THIS AGREEMENT is effective upon the approval by the governing bodies of all parties and the execution of this Agreement by all parties.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

1. With regard to conducting the City’s election, the City Secretary, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the City of Brenham Charter and the Texas Election Code.
2. With regard to conducting BISD’s election, the BISD Superintendent, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
3. With regard to conducting Blinn’s election, the Chancellor, or designee, will be responsible for the preparation, translation, adoption and publication of all required election orders, resolutions, notices, ballots and any other pertinent documents as required by applicable law, including without limitation the Texas Education Code and the Texas Election Code.
4. Early voting by personal appearance for the City, BISD and Blinn shall be held at a common location in the Washington County Courthouse Annex Building located at 100 S. Park Street, Brenham, Washington County, Texas.

5. Early voting by personal appearance shall begin on Monday, April 24, 2023 and shall end on Tuesday, May 2, 2023, from 8:00 a.m. to 5:00 p.m. each weekday.
6. Each entity shall name Carol Jackson, Washington County Elections and Voter Registrar, and Janet Daniel, Elections Administrator Clerk, as Deputy Early Voting Clerks to conduct or assist with Early Voting as required for their respective election and as provided in each party's Election Services Contract with Washington County.
7. All applications for mail ballots shall be delivered to the Washington County Elections Office at 100 E. Main St., Suite 105, Brenham, TX 77833 for processing in accordance with applicable election laws.
8. All ballots and ballot related supplies for early voting and Election Day will be procured by Washington County, as provided in each party's Election Services Contract with Washington County.
9. All election equipment will be provided for each party by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also arrange for and publish in the local newspaper timely notice of the public test of all electronic voting equipment.
10. Each party shall be responsible for its own shared expenses related to any electronic voting equipment leased from Washington County.
11. All election judges and clerks will be provided for by Washington County, as outlined in each party's respective Election Services Contract with Washington County. Washington County will also provide the necessary training for all election personnel.
12. This Agreement is binding on a party hereto only if the party holds an election on May 6, 2023. Should a party cancel its election, then this Agreement will automatically terminate with respect to the cancelling party and cease to be enforceable against or binding on said cancelling party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the _____ day of _____, 20____.

CITY OF BRENHAM, TEXAS

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

BRENHAM INDEPENDENT SCHOOL DISTRICT

Dr. Tylor Chaplin, Superintendent

ATTEST:

Printed Name: _____
Title: _____

BLINN COLLEGE

Dr. Mary Hensley, Chancellor

ATTEST:

Printed Name: _____
Title: _____



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 6, 2023 Election and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

As in years past, the City will be contracting with Washington County to provide various election services and election equipment for the May 6, 2023 election. This Election Services Agreement defines what each entity will be responsible for during the Election. As outlined in this contract, the County will be responsible for:

- Providing all the electronic election equipment and the required programming of said equipment. The rental rate for the equipment is:
 - \$150.00 per machine for the first day of Early Voting; \$75.00 per machine for each additional day of Early Voting;
 - \$150.00 per machine on Election Day.
- Providing all voting booths and any other supplied needed inside the polling locations.
- Securing the Early Voting polling location – Washington County Annex Building, 100 S. Park St.
- Ordering the ballots and providing all other election-related forms for Early Voting, Election Day, Early Voting Ballot Board, and Central Counting Station.
- Providing all the required signage for the polls during Early Voting and on Election Day.
- Providing publications and notices required for the public testing of the election equipment.
- Processing all applications for mail ballots and provide weekly updates to the City Secretary.

The City Secretary's Office will be responsible for:

- Accepting all candidate applications for a place on the ballot and corresponding campaign finance reports.
- Posting/publishing all election notices.
- Ordering the election.
- Preparing the ballot language.
- Conducting the drawing for a place on the ballot.
- Assisting the County with training all election workers.
- Reserving the polling locations: Nancy Carol Roberts Memorial Library, Washington County Event Center, Brenham VFW Hall, and Blinn Junior College Student Center.
- Maintaining required office hours during Early Voting and Election Day.

ATTACHMENTS:

(1) 2023 Election Services Contract

RECOMMENDED ACTION:

Approve an Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the May 6, 2023 Election and authorize the Mayor to execute any necessary documentation.

**ELECTION SERVICES CONTRACT BETWEEN THE CITY OF
BRENHAM, TEXAS AND WASHINGTON COUNTY, TEXAS
FOR THE MAY 6, 2023 ELECTION**

THE STATE OF TEXAS

COUNTY OF WASHINGTON

This Election Services Contract is made the ____ day of _____, 20____, and is entered into by and between the **City of Brenham**, herein called “City” and **Washington County, Texas**, herein called “County”, with both parties agreeing to share proportional benefit from and responsibility for this Contract, if an election is held, and is based upon the following terms and conditions, to wit:

PURPOSE OF AGREEMENT AND AUTHORITY:

The County and the City have determined that it is in the public interest and the best use of available resources that this Election Services Contract be made and entered into wherein:

Section 1: As authorized by Section 123.032 of the Texas Election Code, the County shall:

- Lease one (1) Automated Electronic Voting System to the City to be used for Early Voting;
- Lease one (1) Automated Electronic Voting System to the City for each polling place on Election Day; and

Section 2: The County shall secure and reserve the Washington County Annex Building located at 100 S. Park Street, and allow the City to conduct early voting by personal appearance at said location as follows:

Early voting by personal appearance each weekday from 8:00 a.m. to 5:00 p.m., which shall begin on Monday, April 24, 2023 and shall end on Tuesday, May 2, 2023.

Section 3: The City shall secure and use the following polling places on Election Day:

Ward 1:	Nancy Carol Roberts Memorial Library 100 W. Martin Luther King, Jr. Pkwy. Brenham, Texas
Ward 2:	Washington County Event Center 1305 E. Blue Bell Road Brenham, Texas
Ward 3:	Brenham VFW Hall 1200 E. Tom Green Street Brenham, Texas
Ward 4:	Blinn Junior College Student Center 1007 Walter Schwartz Way Brenham, Texas

Section 4: The City Secretary will name Carol Jackson, Washington County Elections and Voter Registrar, and Janet Daniel, Washington County Elections Administrator Clerk, as Deputy Early Voting Clerks. The City shall reimburse the County for any overtime compensation paid to Ms. Daniel by the County for City election preparation, Early Voting hours before 8:00 a.m. and after 5:00 p.m. and on the May 6, 2023 Election Day. County will provide documentation of overtime hours worked by Ms. Daniel on City election matters. In the event Brenham Independent School District and/or Blinn College have an election on the same day, the cost for any overtime compensation paid to Ms. Daniel will be shared equally by all entities having an election on the same day.

Section 5: Election Judges will deliver ballot boxes containing voted ballots, supplies and voting equipment to Washington County Courthouse on Election night. The Washington County Election's Office, along with the City Secretary, will arrange for and train Early Voting Clerks, Early Voting Ballot Board and Election Judges and Clerks.

TERM

The rental period for the Automated Electronic Voting System equipment shall commence on April 24, 2023 and include any and all legally required days for Early Voting and shall terminate upon the completion of the May 6, 2023 Election. The Election Judges shall return the equipment to the County immediately following the completion of all election-related procedures and duties requiring the use of the voting system equipment on Election Day.

RENTAL

The City shall pay the County the following rates for use of the Automated Electronic Voting System equipment: \$150.00 per machine for the first day of Early Voting; \$75.00 per machine for each additional day of Early Voting; and \$150.00 per machine on Election Day. In the event Brenham Independent School District or Blinn College have an election on the same day, the rental cost for the Automated Electronic Voting System equipment shall be shared equally by all entities having an election on the same day.

USE

The Automated Electronic Voting System equipment and supplies shall be used in a careful and proper manner. The Automated Electronic Voting Equipment shall be returned the same to the Elections Office of Washington County, Texas immediately after the election for which it is rented.

The City shall comply with the Elections Office's instructions, as well as any instructions provided by the Manufacturer, as to the use and operation of said equipment and any laws, ordinances, and regulations relating to the possession, use and maintenance of the equipment and limit its use only for the purposes of holding the election described herein.

DUTIES AND SERVICES:

The County shall order/provide:

- Order the programming for and program the Automated Electronic Voting System equipment;
- Order an appropriate number of ballots (as determined by the City Secretary and County Election Administrator);
- Order required testing materials from ES&S (Election Systems & Software);
- Use the Official List of Registered Voters for the programming of the Express pollbooks;
- Provide all election forms to be used during Early Voting, on Election Day, Early Voting Ballot board and at the Central Counting Station;
- Provide luggage for transporting supplies and ballots;
- Provide "Vote Here", "Reserved for Voter" parking signs and all handicapped signage, as needed;
- Provide voting booths;
- Provide notices for postings; and
- Provide various other supplies as needed by election workers.

The County shall be responsible for submitting the ballot order and arranging for programming the ballot(s) into the Automated Electronic Voting System equipment with E S & S (Election Systems & Software). The City shall pay directly to ES&S (Election Systems & Software), all costs of ballots and said programming. The City shall pay directly to the vendor all costs incurred in relation to the election which may include, but not be limited to, programming, ballots, election supplies, and testing materials.

The City acknowledges that the Automated Electronic Voting System equipment requires special programming and shall make no alterations in the leased election equipment without obtaining prior written permission from the County Clerk of Washington County. The City, at its own cost and expense, shall keep the equipment in good repair, condition, and working order and shall see that the equipment is not subject to careless or rough usage or exposure to harsh weather. The County shall provide all election judges and clerks for the City election (as determined by the City Secretary and County Clerk) and will conduct a training session for election poll workers on election procedures and the proper handling and use of the Automated Electronic Voting System equipment.

The Washington County Elections Office shall receive and process all applications for mail ballots in accordance with applicable election laws. The Washington County Chief Deputy Elections Clerk shall keep the City Secretary updated weekly on the number of applications received and processed.

Further, the County will arrange for and publish in the local newspaper timely notice of the public test of all electronic equipment. The City shall pay directly to the Brenham Banner Press all costs incurred to publish said notice in the newspaper.

At the conclusion of said election, the County shall submit an itemized invoice to the City for payment of the City's share of election costs. In accordance with Section 31.100(d) of the Election Code, the County shall also include in the itemized invoice an administrative fee of not more than ten percent (10%) of the total cost of the City's elections, payable to the County pursuant to this Contract.

INSPECTION:

The Elections/Voter Registrar shall at all times during the election have the right to enter into the premises where the election is being held for the purposes of inspecting the voting system equipment and observing its use.

LOSS/DAMAGE:

The City assumes all risk of loss of and damage to the County-owned election equipment caused by the City. In the event of loss or damage to the County-owned election equipment caused by the City, the City at the option of the County shall:

- Repair the election equipment, at its cost and expense, subject however to warranty coverage provided by manufacturer; or
- Replace the property with like property in good repair which property shall then become subject to this Contract.

INDEMNITY:

To the extent allowed by law, the City shall indemnify the County against and hold the County harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the City's use of the County-owned equipment that is the subject of this Contract, including without limitation the selection, delivery, possession, use, operation, or return of the equipment.

DEFAULT:

Noncompliance with any part of this Contract, after ten (10) days written notice of the default to the non-defaulting party, may result in termination of this Contract. Upon occurrence of a default, the County may, after ten (10) days written notice to the City and opportunity to cure the default, take possession of the County-owned equipment if the default is not cured within said ten (10) day period.

POST ELECTION:

The City shall take possession of all voted ballots and unused ballots used in the election immediately after the counting of qualified provisional and military voted ballots. In the event of a recount, the voted ballots will remain in possession with the County until the recount is completed.

GENERAL CONDITIONS:

Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or any other election records, or any other non-transferable functions specified by §31.096, Texas Election Code, as amended.

The Elections Administrator shall file copies of this Contract with the County Treasurer and the County Auditor of Washington County, Texas.

Nothing contained in this Contract shall be construed to interfere with an election to be conducted in Washington County, Texas.

This Contract cannot be assigned nor may the election equipment be subleased without the written consent of each party. Ownership of the election equipment that is the subject of this Contract is and shall at all times remain the sole property of the County, and the City shall not have a right, title, or interest in said equipment.

This Contract is binding on each party only if the City holds an Election on May 6, 2023. Should the City cancel the May 6, 2023 Election, then this Contract will cease to be enforceable and binding on either party. This contract shall be applicable to: (1) the City's May 6, 2023 General Election; (2) any Special Election ordered by the City Council to take place on May 6, 2023; and (3) any runoff election related to the City's May 6, 2023 General Election or Special Election that is required to be held in the event a candidate does not receive a majority of all votes cast in the Election. The terms "Early Voting" and "Election Day" will be interpreted to mean the early voting period and day of the election for the May 6, 2023 Election, as well as any runoff election related thereto. The City Secretary, in consultation with the Washington County Elections and Voter Registrar, shall determine the dates for the early voting period and the day of the election for any runoff election.

APPLICABLE LAW:

This Contract shall be governed by and construed under the laws of the State of Texas.

Dated this _____ day of _____, 20____.

CITY OF BRENHAM

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

Dated this _____ day of _____, 20____.

WASHINGTON COUNTY, TEXAS

Honorable John L. Durrenberger, County Judge

ATTEST:

Carol Jackson, Elections Administrator



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon A License Agreement Between the City of Brenham and Mescalito Coffee LTD Co. Related to the Construction of a Downtown Parklet Adjacent to 100 E. Alamo Street, Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Main Street

Staff Contact: Susan Cates

SUMMARY STATEMENT:

On June 16, 2022 City Council adopted by Resolution the Downtown Parklet Manual to regulate parklets in the Downtown Brenham district. Following approval of the Parklet Manual by City Council, the initial window for applications was established from July 1-August 30. During this initial application period there was only one application received on July 1, 2022 from the owners of Mescalito Coffee, Jared Anderson and Kathleen Matthews. Staff reviewed the application and finds that the proposed parklet meets the goals Council established in the Parklet Manual. Attached memo more fully outlines the staff review.

ATTACHMENTS:

- (1) Memo Regarding Staff Review of Mescalito Parklet Application
- (2) Mescalito Parklet Application with Exhibits
- (3) Mescalito License Agreement Executed J Anderson

RECOMMENDED ACTION:

Approve a License Agreement between the City of Brenham and Mescalito Coffee LTD Co. related to the construction of a downtown parklet adjacent to 100 E. Alamo Street, Brenham, Texas and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor Tate and City Council

From: Susan Cates, Director of Economic Development

Subject: Parklet Application – Mescalito Coffee

Date: January 12, 2023

On June 16, 2022 City Council adopted by Resolution the Downtown Parklet Manual to regulate parklets in the Downtown Brenham district. Months of work by City Staff, Main Street Board, and City Council went into creating a Manual that provides careful guidance for this public amenity by outlining specific details for where parklets could be developed, how many would be allowed in the District, and who is responsible for each aspect involved. The Parklet Manual creation process was deliberated in multiple public meetings including five appearances on the City Council Agenda and seven on the Main Street Board Agenda. It was covered by local media frequently over the months of deliberation (by my count, nine articles on KWHI and five in the Brenham Banner-Press). Main Street staff had many discussions with stakeholders including business owners and property owners. Businesses are by nature risk-averse, so adopting this type of document, which provides detailed step-by-step information for the business owner, is one reason that Brenham is known as a business-friendly community. Just getting to the point of submitting an application for a parklet involves significant cost for a business, so understanding the pathway to approval mitigates the risk of investment.

Following approval of the Parklet Manual by City Council, the initial window for applications was established from July 1-August 30. The application window allowed for all businesses that met the criteria and wished to install a parklet adjacent to their business to apply and have an even chance to seek approval. During this initial application period there was only one application received on July 1, 2022 from the owners of Mescalito Coffee, Jared Anderson and Kathleen Matthews.

Mescalito's application meets all the criteria as summarized below and further detailed in the attached application packet:

- Located in the Downtown Brenham Historic Overlay District
- Not on TXDOT right-of-way: Main or Alamo Street (*proposed parklet on Park St*)
- Business primarily sells food or beverage (*food handling permit attached to application*)
- Located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building (*map included with application*)
- There is no parklet already on the block (*currently the only parklet is on South Baylor at 96West*)

- The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces (*proposed parklet to occupy two parallel spaces*)
- The parklet will not impede flow of drainage (*the elevation of the proposed structure will not impede drainage as verified by Dane Rau and Shawn Bolenbarr*)
- The parklet will not impede pedestrian or vehicular traffic (*submitted plans show that parklet does not cover any of the existing sidewalk nor does it encroach outside of the parking spaces into roadway*)
- The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc. (*Dane Rau and Shawn Bolenbarr performed a visual inspection of the proposed area to verify compliance with this requirement*)
- The parklet will not create a site distance/visibility problem for vehicular traffic (*the set-back of the proposed parklet is flush with the front of the existing building per the submitted plans and therefore does not change the site line that currently exists*)
- The sponsor is in good standing with any required payment with the City of Brenham (*verified with Courtney Dudenhoffer in Utilities as of January 11, 2023*)

As per the Parklet Manual, City Staff consisting of Jeana Bellinger, City Secretary; Shawn Bolenbarr, Public Utility Project Manager; Monique Breau, Main Street Manager; Susan Cates, Director of Economic Development; Stephanie Doland, Director of Development Services; and Dane Rau, Director of Public Works met to review the application. There were a few questions from the application regarding dimensions, utilities, and drainage. The staff review team researched those items and gathered additional information, and in a subsequent meeting agreed unanimously that Mescalito's application **met all criteria established by Council in the Parklet Manual.**

The next step per the Parklet Manual was to forward a license agreement to the owners of Mescalito for their review and acceptance. Karen Stack modified the license agreement that the City executed with 96West, as 96West has exclusive use of their parklet (not open to the public) during their hours of operation. If approved by Council, Mescalito proposes to allow the Parklet to be open for public use anytime and will not limit the use of the parklet to Mescalito patrons. Even though the proposed parklet's use is open for and encourages use by all downtown visitors, including patrons of other food and beverage establishments, Mescalito agrees to the cleaning and maintenance terms in the Parklet License Agreement.

The proposed executed license agreement was submitted to the City by Jared Anderson on December 9, 2022 and is presented to City Council for review and consideration of this public-private partnership in enhancing Downtown Brenham. Staff finds the proposed parklet meets the goals of the Parklet Manual as if approved the Parklet will:

- Contribute to the aesthetics of the streetscape, provide an economical solution to the need for increased public spaces downtown, and provide amenities such as seating and landscaping; and
- Provide benefit to the entire Downtown community including adjacent businesses and visitors by attracting more people to Downtown where they will have additional seating opportunities and a sense of place to further shop, eat, relax, and experience all Downtown has to offer.

PARKLET ELIGIBILITY CHECKLIST FOR

Rec'd
7-1 @
8:20 am

CONTACT INFORMATION

Name of persons and business sponsoring the parklet: JARED ANDERSON & KATHLEEN
MATTHEWS / MESQUITO COFFEE

Phone number and email of parklet sponsor: 520 591 5207 jared@belldofthetexas.com

Name and address of business: 100 E ALAMO

Phone number of business (establishment) associated with parklet: 979 347 0013

A Preliminary Site Plan is required, as described in the Application Form. The information is needed to determine the eligibility of the proposal. The standards set forth below are minimum standards and eligibility is determined based on the site meeting all requirements as verified by City staff. Place a checkmark in the box next to each standard to indicate the site is in full compliance.

- ☒ The parklet must be located in the Downtown Brenham Historic Overlay District
- ☒ The parklet is not located on TxDOT right-of-way (Main and Alamo Streets)
- ☒ The sponsoring business primarily sells food or beverages. A food handling permit (light or heavy prep) must be submitted with the application.
- ☒ The parklet is located adjacent to the establishment where on-street parking spaces exist and is less than or equal to the footprint of the building
- ☒ There is no parklet on the block
- ☒ The parklet is within a dedicated parking lane in the right-of-way and will occupy no more than two parallel spaces or three angled spaces

PARKLET ELIGIBILITY CHECKLIST FORM

- ☒ The parklet will not impede the flow of drainage
- ☒ The parklet will not impede pedestrian or vehicular traffic
- ☒ The parklet must not be placed in a manner that restricts access to any dumpsters, garbage receptacles, private or public utilities (e.g. electrical poles, street lights, underground utility access, electrical transformer vaults, etc.) nor be placed over any utility appurtenances, fire hydrants, valves, manholes, meters, etc.
- ☒ The parklet will not create a site distance/visibility problem for vehicular traffic
- ☒ The sponsor is in good standing with any required payment with the City of Brenham

PARKLET APPLICATION FORM

Submittal Instructions: Email this form with all required supporting documents as attachments to info@downtownbrenham.com. Once the application has been reviewed, and eligibility determined, City staff will email the Parklet License Agreement for the sponsor to review. Once the Parklet License Agreement is approved by City Council, the sponsor will receive emailed instructions on how to obtain the Building Permit from Development Services.

NOTE: Every application will be subject to a determination of completeness. The responsible city official is not required to review an application unless it is complete.

CONTACT INFORMATION

Name of persons and business sponsoring the parklet:

JARED ANDERSON & KATHLEEN MATTHEWS / MESCALITO COFFE

Phone number and email of parklet sponsor:

520 591 5207 jared@balledoffthebirddog.com

Name and address of business:

100 E ALAMO

Phone number of business (establishment) associated with parklet:

979 347 0093

Name of property owner (if different from above):

100 ALAMO INVESTMENTS (RAMOS / ANDERSON / MATTHEWS)

Phone number and email of property owner (if different from above):

SAME

PARKLET INFORMATION

Number and type (parallel or angled) of parking spaces to be taken for the parklet installation:

2, PARALLEL

Estimated cost of the project:

20K

PARKLET APPLICATION FORM

If you will be reserving the parklet during business hours, please let us know when the parklet will be closed from public use: NA

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION:

- ☒ **Preliminary Site Plan:** The preliminary site plan must include the location of the sponsor's building façade and adjacent sidewalk and street in relation to the parklet; the width and depth, location and material of the parklet protective elements and elevation drawings identifying the parklet design, heights and materials.
- ☒ **Statement of Purpose:** A written statement identifying the purpose of the parklet (e.g. dining, lounging, etc.) and providing parklet installation costs and schedule (number of days it would take to complete the installation once a Building Permit is issued.)
- ☒ **A written description of parklet materials and proposed parklet amenities:** (e.g. chairs, tables, benches, shade structure, landscaping, etc.)
- ☒ **Food handling permit (light or heavy prep).**

REQUIRED SUPPORTING DOCUMENTS CHECKLIST TO BE SUBMITTED UPON APPROVAL OF LICENSE AGREEMENT:

- ☐ **Final Site Plan:** Once the License Agreement is approved by City Council, the sponsor must submit a final site plan. It must be computer-generated, drawn to scale, and submitted before the Building Permit can be considered and issued.
- ☐ **Proof of Liability Insurance:** Workers Compensation and Employers Liability, and General Liability Insurance is required as detailed in the License Agreement. The policy must include the parklet installation and must be kept in full force throughout the full term of the Parklet Agreement, which begins on the date the permit is issued.

PARKLET APPLICATION FORM

PARKLET SPONSOR RESPONSIBILITIES

The parklet sponsor has an obligation to meet the following responsibilities:

- **Maintain insurance required**
- **Pay for all costs associated with the parklet permits, insurance, installation, maintenance, and eventual removal, as well as the repairs to any elements of the right-of-way that may sustain damages due to the installation, use, or removal of the parklet**
- **Regular maintenance of the parklet. Maintenance includes but is not limited to the following:**

Daily removal of trash and debris from the parklet

Removal of grime and graffiti on the parklet as needed

Removal of trash and debris under the parklet, as needed

Watering any landscaping

Pest control

Repairs as needed to restore the parklet to its original state

- **No elements or amenities of the parklet are to be stored on the sidewalk or the street**
- **Any material misrepresentation or fraudulent information makes this application null and void.**

Sponsor Signature:



Date:

7/1/2022

PARKLET APPLICATION FORM

PROPERTY OWNER RESPONSIBILITY

- Should a Parklet Sponsor with a License Agreement with the City — who leases a building—vacate the property without removing the parklet, the property owner is responsible for removal.
- There is a 90-day grace period for a property owner to determine if a new tenant would like to sponsor the parklet in place. If no tenant is found, or a new tenant is not interested in pursuing a License Agreement, the property owner must remove the parklet within the 90-day period. Within this period, the property owner is responsible for maintenance.

Property Owner Signature:



Date:

7/1/2022

Once completed, please send the form as an attachment to:

info@downtownbrenham.com

100 E Alamo – Mescalito Coffee Parklet Application

Statement of Purpose



Purpose: The primary purpose is to provide outdoor seating and tables for customers of Mescalito Coffee to eat and drink. Secondary purpose would be to provide this space for other downtown visitors who would like to meet with someone and bring their own food or drink. In summary, the overall objective would be to provide a comfortable space that is inviting and creates a gathering space for visitors and customers of downtown Brenham. By creating comfortable places to eat, drink and meet that people use, creates a positive environment for downtown.

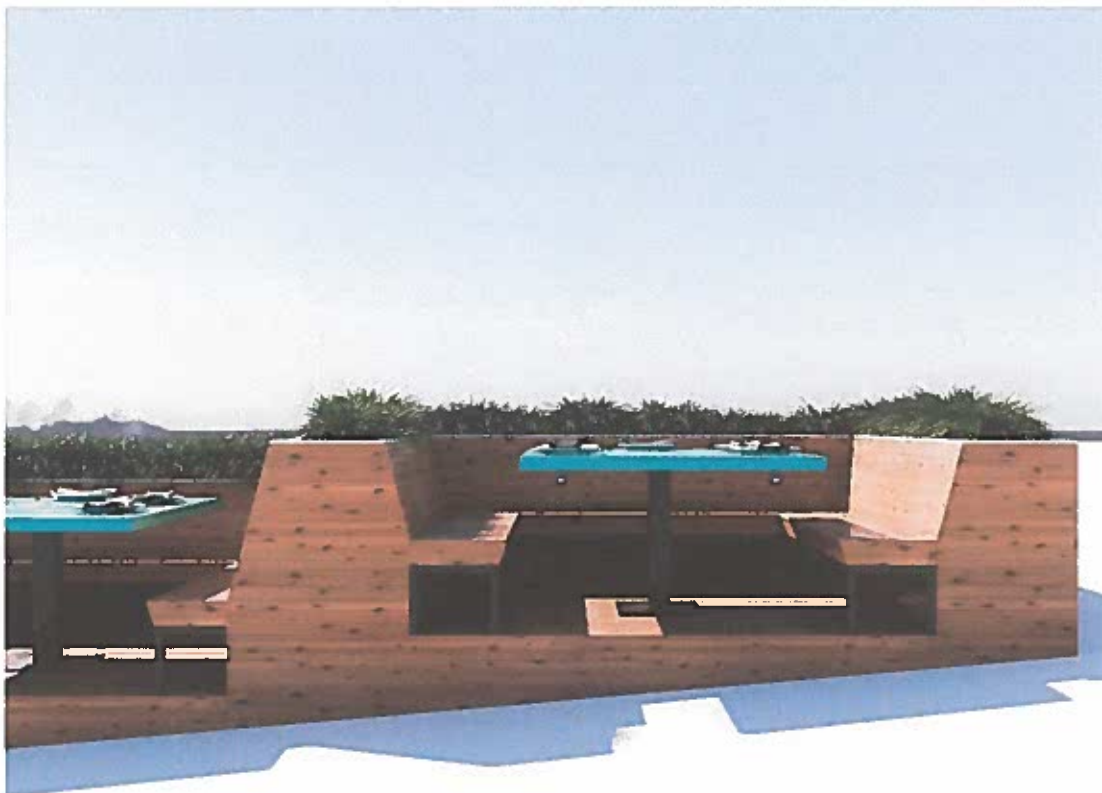
Schedule: After approval of permit, the fabrication would take 3 weeks, site installation of steel 2 weeks, and then final wood and planter installation 2 weeks. Overall, this project would take 7-8 weeks.



Budget: This parklet would cost between 15-20k.



Parklet Materials and Proposed Amenities: As indicated on the drawings, there would be 5 seating areas. Each seating area is square with a square table in the center. 3 sides of the seating area would be built in bench seating. The first seating area would be accessible. The framing of the parklet would be carbon steel, and the cladding and seating would be thermory wood or similar. To not obstruct the view to the building, there will be no umbrellas envisioned. After installation, the type of plants that will go in the planters will be selected. They will be easy to maintain grasses or succulents, and possibly a few small trees (potted) for shade. There will be no power or water, though we have planned for outdoor water and power nearby for maintenance and cleaning of the parklet. These features have already been installed.





FOOD SERVICE ESTABLISHMENT PERMIT

THIS IS TO CERTIFY THAT: **MESCALITO COFFEE**

ADDRESS: **100 E. ALAMO ST., BRENHAM, TX 77833**

2022

PERMIT NO: **22-0148**

is hereby registered as a food service establishment with this Department and is granted permission to operate this establishment subject to compliance with the Texas Food Establishment Rules and the rules and regulations of the City of Brenham, Texas.

In accepting this permit, the holder agrees to allow an inspection of their facilities or premises whenever such inspection shall be deemed necessary by the City of Brenham Health Inspector and to abide by all applicable regulations.

Expiration Date: December 31, 2022

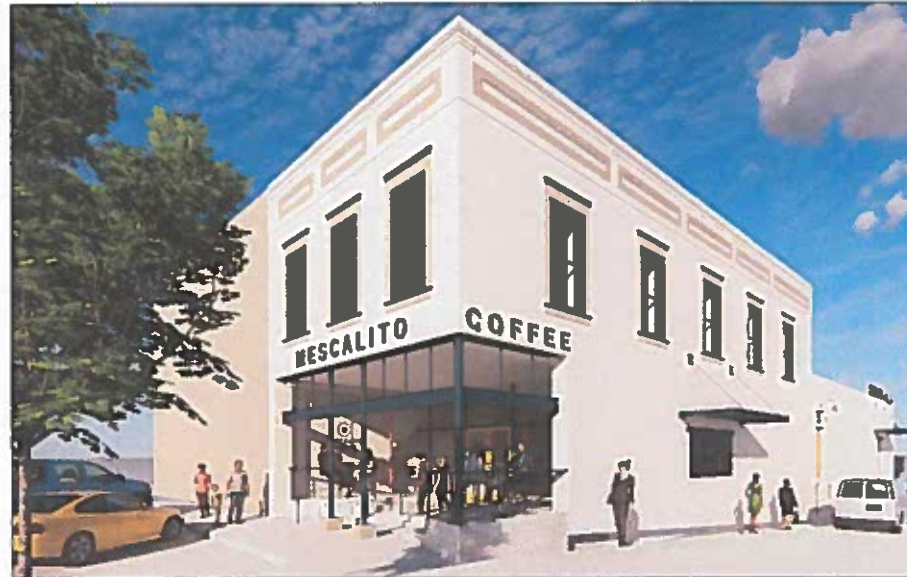
DISPLAY FOR PUBLIC VIEW --- NON-TRANSFERABLE

100 E. ALAMO INVESTMENTS, LLC PROPOSED RENOVATION AND BALCONY

100 E. ALAMO ST., BRENHAM, TEXAS, 77833
01/20/2022 - DOCUMENTS FOR CONSTRUCTION

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE, ORDINANCE A.D.A., T.A.S AND REGULATIONS OF ALL GOVERNING BODIES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE CODES, ORDINANCES AND STANDARD SPECIFICATIONS OF ALL AGENCIES THAT HAVE THE RESPONSIBILITY OF REVIEWING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL ITEMS PER THESE PLANS AND SPECIFICATIONS IN THIS LOCALITY.
3. DURING THE CONSTRUCTION OF BALCONY AT THE REAR AREA, TURN-OFF THE EXISTING UTILITY AND HAND EXCAVATE THE FOUNDATION TO AVOID ANY D A M A G E S.
4. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING TO WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAK OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE.
5. ALL TRAFFIC CONTROLS ON THIS PROJECT SHALL ADHERE TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AND IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. AND THAT THE CONTRACTOR SHALL REPLACE OR REPAIR ANY WORK OR MATERIAL FOUND TO BE DEFECTIVE.
7. INSTALL ALL MANUFACTURED ITEMS, MATERIALS, AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS EXCEPT THAT THE SPECIFICATIONS, WHERE MORE STRINGENT, SHALL GOVERN.
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ARCHITECT IN A TIMELY MANNER THAT WILL ALLOW NOT LESS THAN TEN DAYS FOR REVIEW. THE GENERAL CONTRACTOR SHALL SUBMIT CORRECT NUMBERS REQUIRED, BUT NOT LESS THAN FOUR COPIES.
9. ALL EXPOSED ELECTRICAL EQUIPMENT, CONDUITS, PLUMBING LINES, ETC. SHALL BE PAINTED WITH MIN. (2) COATS OF PAINT TO MATCH ADJACENT SURFACES.
10. KNOX BOX-LOCATE PER LOCAL FIRE DEPARTMENT REQUIREMENTS.



ARCHITECT'S PERSPECTIVE

SCOPE OF WORK:

THE PROJECT CONSIST OF REMODELING AND RESTORATION ESP. FRONT DISPLAY AREA, ADDING COFFEE BAR AND LIGHT KITCHEN, ADDING NEW PARTITIONS FOR TOILET AREAS / CHANGING ROOM / GIFT WRAPPING, ADDING BALCONY AT SOUTH PART OF THE BUILDING, AND ADDING RAMPS (FRONT AND INSIDE THE BUILDING).

TYPE OF CONSTRUCTION: V

APPLICANT:

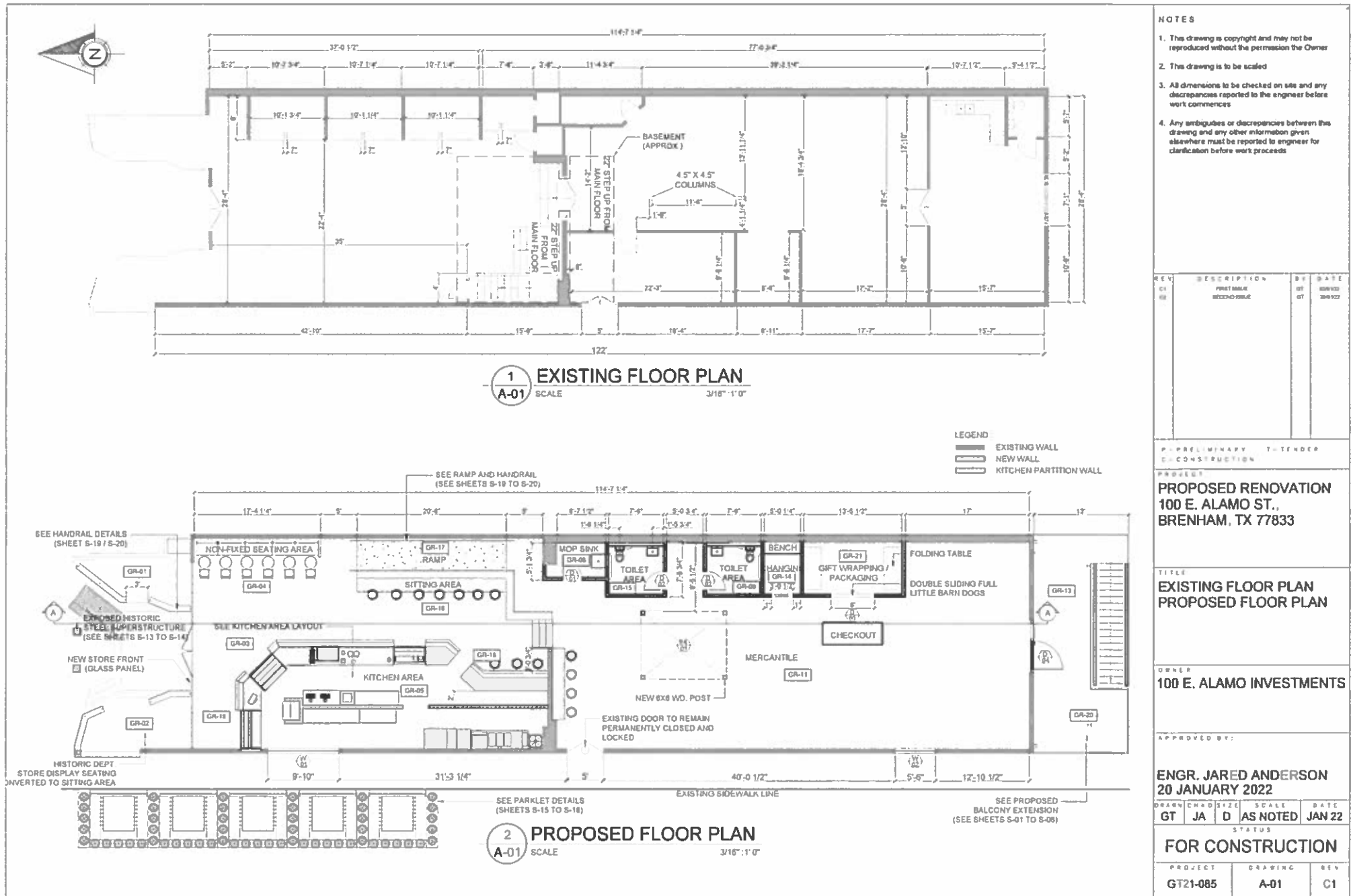
JARED ANDERSON, P.E.
BALLAD OF THE BIRD DOG
email: jared@balladofthebirddog.com

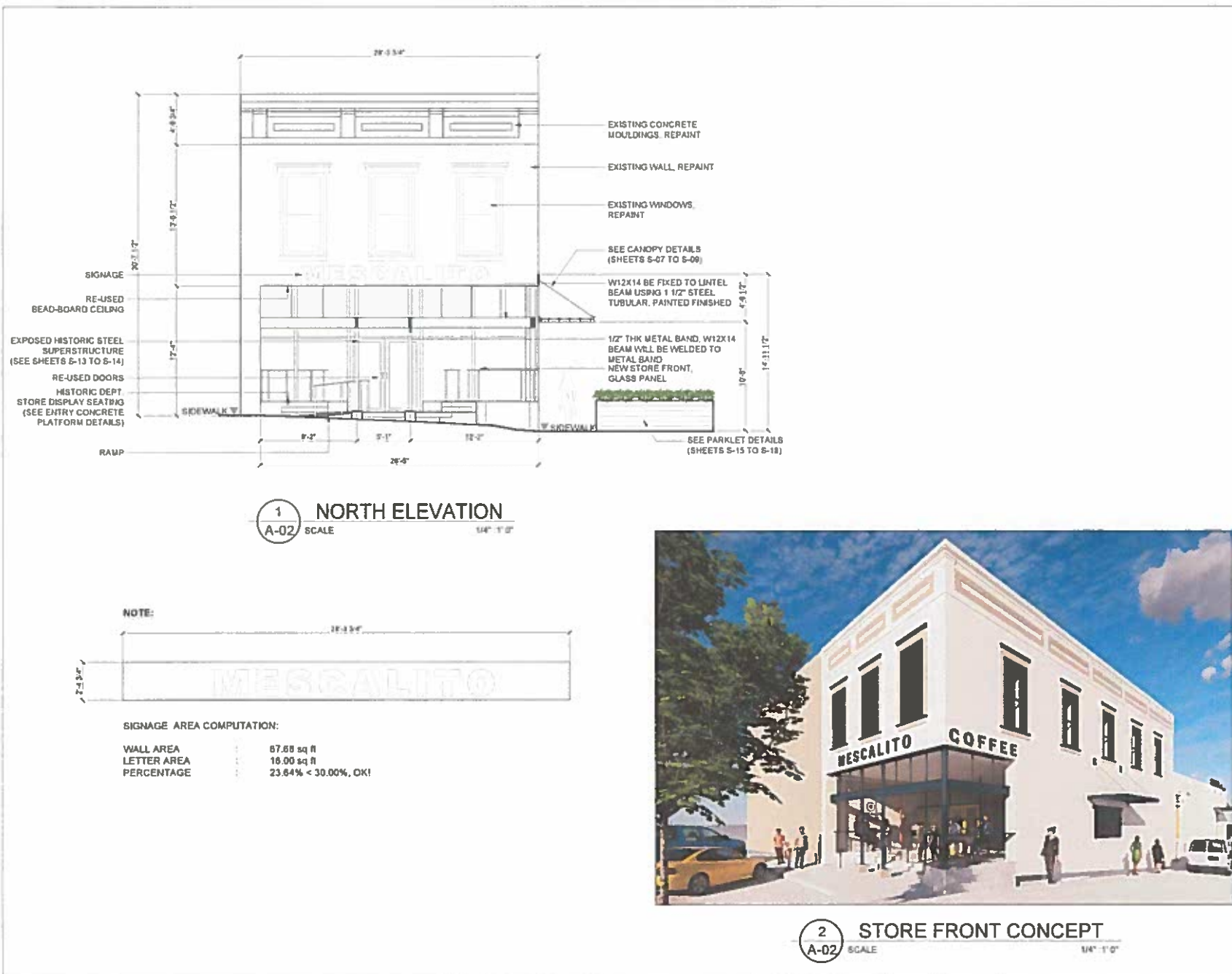


VICINITY MAP

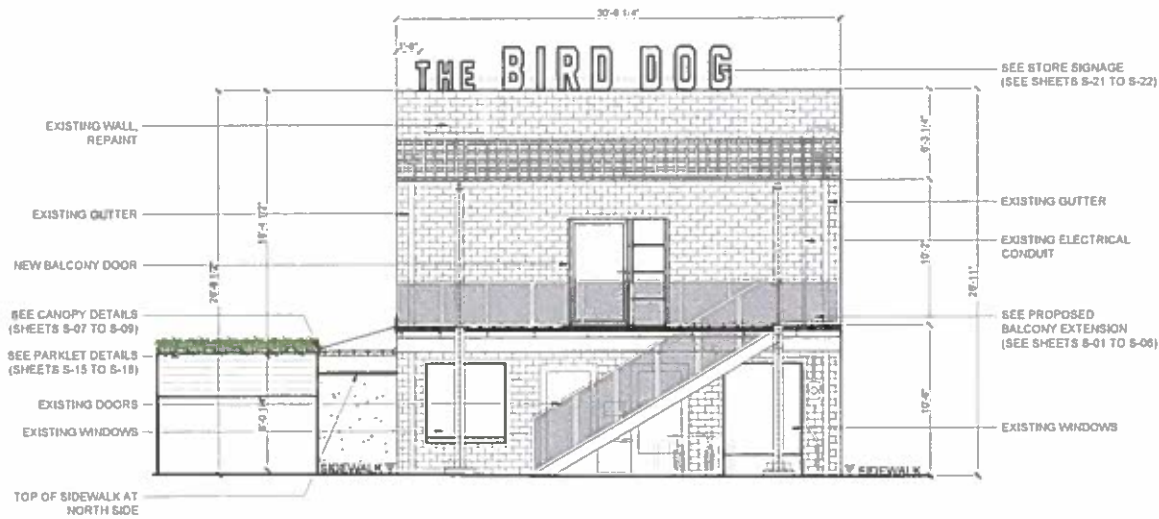
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E-05	LEVEL 1 POWER LAYOUT
E-06	LEVEL 1 LIGHTING LAYOUT
E-07	ELECTRICAL COMCHECK REPORT
MECHANICAL PLAN	
M-01	MECHANICAL PLAN AND DETAILS
PLUMBING PLAN	
P-01	PLUMBING COVER SHEET
P-02	WASTE & VENT LAYOUT
P-03	WATERLINE LAYOUT
P-04	PLUMBING RISER DIAGRAM





NOTES			
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REV	DESCRIPTION	BY	DATE
01	FIRST ISSUE	OT	03/01/22
02	REVISION	OT	28/01/22
PROJECT			
PROPOSED RENOVATION 100 E. ALAMO ST., BRENNHAM, TX 77833			
TITLE			
NORTH ELEVATION STORE FRONT CONCEPT			
OWNER			
100 E. ALAMO INVESTMENTS			
APPROVED BY:			
ENGR. JARED ANDERSON 20 JANUARY 2022			
DRAWN	CHKD	DATE	SCALE
GT	JA	D	AS NOTED
STATUS			
FOR CONSTRUCTION			
PROJECT	DRAWING	REV	
GT21-085	A-02	C1	



1 SOUTH ELEVATION
A-03 SCALE 1/4" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	20/01/2022
C2	SECOND ISSUE	GT	20/01/2022

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED RENOVATION
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SOUTH ELEVATION
STORE REAR CONCEPT

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
20 JANUARY 2022

DRAWN	CHKD	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	A-03	C1



2 STORE REAR CONCEPT
A-03 SCALE 1/4" = 1' 0"



CODES STANDARDS AND REPORTS

- (1) INTERNATIONAL BUILDING CODE (IBC 2015)
- (2) ASCE 7 MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES
- (3) ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- (4) OSHA REGULATIONS (STANDARDS - 29 CFR 1910 & 1926)
- (5) AISC STEEL CONSTRUCTION MANUAL 14TH EDITION
- (6) CITY OF BRENNHAM ADOPTED BUILDING CODE

DESIGN LOADS (UNLESS NOTED OTHERWISE)

- (1) SELFWEIGHT OF THE STRUCTURE
- (2) BALCONY SLAB LOAD 37 60 psf
- (3) BALCONY STEEL DECK 1 87 psf
- (4) BALCONY ROOF FRAME 3 00 psf
- (5) CANOPY ROOF LOAD 0 73 psf
- (6) LINTEL BEAM LOAD 3500 00 lb/ft
- (7) LIVE LOAD 100 00 psf
- (8) STANDARD RAILING, GUARDRAIL & HANDRAIL
-A SINGLE CONCENTRATED LOAD OF 2000lb APPLIED IN ANY DIRECTION
-A UNIFORM LOAD OF 50 psf APPLIED IN ANY DIRECTION AT TOP RAIL
- (9) WIND
-WIND BASIC WIND SPEED 116mph (BASED ON 3 SECOND GUST AT 33ft ABOVE GRADE)
-EXPOSURE C, IMPORTANCE FACTOR 1 0
-RISK CATEGORY II

STRUCTURAL STEEL

- (1) ALL MATERIALS AND WORK SHALL CONFORM TO THE "AISC" ASD MANUAL OF STEEL CONSTRUCTION, AND "AISC" CODE OF STANDARD PRACTICE, LATEST EDITION
- (2) STEEL FABRICATOR SHALL INCORPORATE THE NEW OSHA RULES OF JAN 18, 2001 OF THE "SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY" 29 CFR 1926, PART R, SAFETY STANDARDS FOR STEEL ERECTION
- (3) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FABRICATION. APPROVAL OF THE SHOP DRAWINGS DOES NOT RELIEVE THE FABRICATOR OF THE RESPONSIBILITY FOR ACCURACY OF DETAIL DIMENSIONS ON SHOP DRAWINGS, NOR THE GENERAL FIT-UP OF PARTS TO BE ASSEMBLED IN THE FIELD
- (4) MATERIALS SHALL CONFORM TO "AISC" MILL TOLERANCES
- (5) ALL STEEL TO BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM 123
- (6) STEEL PIECES SHALL BE MARKED AS NUMBERED ON THE SHOP DRAWINGS
- (7) PROVIDE TEMPORARY BRACING AS REQUIRED TO STABILIZE AND SECURE THE STRUCTURAL FRAMES DURING CONSTRUCTION UNTIL THE PERMANENT BRACING IS IN PLACE
- (8) STRUCTURAL STEEL ITEMS SUCH AS FRAMES, BENTS, TRUSSES, STAIRS, AND RAILINGS WITHIN THE LIMIT OF SHIPPING AND/OR GALVANIZING SHALL BE FABRICATED AND ASSEMBLED IN THE SHOP IN MODULES AS PRACTICAL U N O

STRUCTURAL STEEL MATERIALS

- (1) U S (OR DOMESTICALLY PRODUCED) STEEL SPECIFICATIONS
W & WT SHAPES ASTM A36
L, C, MC, S, & PLATES ASTM A36
- (2) BOLTS FOR STRUCTURAL CONNECTIONS SHALL BE MINIMUM 3/8" ASTM A325 TC (F1852) (TENSION CONTROL).
- (3) WELDING ELECTRODES E70XX WITH LOW HYDROGEN COVERINGS
- (4) EXPANSION ANCHORS SHALL BE "Kwik-Bolt 3" ANCHORS BY HELTI (U N O)

CONNECTIONS

- (1) DESIGN IN ACCORDANCE WITH "AISC" STANDARDS CONNECTION DESIGN SHALL BE AS FOLLOWS
- ALL INDICATED LOADS OR LOAD COMBINATION ARE PER ASD METHOD
- SPECIAL CONNECTIONS ARE DEFINED AS CONNECTIONS SUBJECT TO SIGNIFICANT AXIAL LOADS DUE TO EITHER WIND OR EARTHQUAKE AS INDICATED ON FRAMING PLANS AND ELEVATIONS, IN ADDITION TO GRAVITY LOADS AS APPLICABLE.
- (2) ALL BOLTED CONNECTION SHALL USE HOT-DIPPED GALVANIZED BOLTS, NUTS AND WASHERS PER ASTM A153
- (3) CONNECTIONS SHALL HAVE A MINIMUM OF 2 ROWS OF BOLTS OR THE EQUIVALENT WELD UNLESS NOTED OTHERWISE.
- (4) WELDS AND WELDING SHALL CONFORM TO "AWS" STANDARDS AND THE AWS STRUCTURAL WELDING CODE, AWS D1.1.
- (5) JOINTS SHALL CONFORM TO "AWS" PREQUALIFIED JOINTS AND PROCEDURES. ALL EXPOSED WELDS ON MISCELLANEOUS METAL ITEMS SHALL BE GROUND SMOOTH. EASE ALL SHARP EDGES.
- (6) ALL FIELD WELDS TO BE 3/4" ALL AROUND (U N O)
- (7) PRIOR TO WELDING, CLEAN EXISTING SURFACES DOWN TO BASE METAL. IF EXISTING METAL IS GALVANIZED, REMOVE GALVANIZING WITH WIRE BRUSH OR GRINDER UNTIL UNGALVANIZED STEEL IS EXPOSED
- (8) ALL GUSSET PLATES SHALL BE 3/4" MINIMUM THICKNESS (U N O)
- (9) SHOP FABRICATOR SHALL REMOVE ALL BURRS AND SHARP EDGES AFTER FABRICATION
- (10) STEEL SHALL BE SHOP PAINTED WITH A THREE COAT SYSTEM INCLUDING A ZINC RICH PRIMER AND URETHANE FINISH COAT

CONCRETE

- (1) CONCRETE IN THE FOLLOWING AREAS SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH (FC) AT 28 DAYS
SPREAD FOOTING 3000 psi
COLUMN 3000 psi
SLAB 3000 psi
- (2) ALL CONCRETE MIX DESIGNS SHALL BE REVIEWED AND APPROVED BY THE TESTING AGENCY PRIOR TO SENDING TO THE ENGINEER OF RECORD FOR APPROVAL
- (3) USE THE FOLLOWING NORMAL WEIGHT AGGREGATES ASTM C33, COARSE AGGREGATE OR BETTER, GRADED. PROVIDE AGGREGATES FROM A SINGLE-SOURCE CONFORMING TO THE FOLLOWING
MAXIMUM COARSE-AGGREGATE SIZE: TYPICALLY 3/4" NOMINAL DIAMETER
FINE AGGREGATE: FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT

- (4) WATER SHALL CONFORM TO ASTM C 94/C 94M AND BE POTABLE
- (5) ADMIXTURES IF USED SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.
- (6) MIXING, TRANSPORTING, AND PLACING OF CONCRETE SHALL CONFORM TO ACI 301 AND ASTM C94
- (7) CONFORMANCE TO ACI 305.1 "SPECIFICATION FOR HOT WEATHER CONCRETING" IS REQUIRED WHEN AIR TEMPERATURE IS ABOVE 90 DEG F
- (8) CONFORMANCE TO ACI 308 "COLD WEATHER CONCRETING" IS REQUIRED WHEN A PERIOD FOR MORE THAN THREE (3) CONSECUTIVE DAYS, THE AVERAGE DAILY AIR TEMPERATURE IS BELOW 40 DEG F AND THE AIR TEMPERATURE IS NOT GREATER THAN 50 DEG F FOR MORE THAN ONE-HALF OF ANY 24 HOUR PERIOD.
- (9) GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER 48 HOURS PRIOR TO PLACEMENT OF CONCRETE IN THE FOOTINGS
- (10) DETAILING OF CONCRETE REINFORCEMENT BARS AND ACCESSORIES SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 315
(11) ALL STIRRUPS SHALL BE PROVIDED WITH STANDARD 90 DEGREE HOOKS.
(12) ALL HOOKS AND BENDS IN REINFORCING BARS SHALL CONFORM TO ACI 315 STANDARDS UNLESS SHOWN OTHERWISE.
(13) MINIMUM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL BE AS FOLLOWS (SEE ACI 318 SECTION 7.7)
CONCRETE EXPOSED TO WEATHER
#5 BARS AND SMALLER 1-1/2 INCHES
ALL OTHER BARS 2 INCHES
CONCRETE CAST AGAINST EARTH 3 INCHES

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REV	DESCRIPTION	BY	DATE
C1	PROJECT ISSUE	GT	REMOVED

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED BALCONY
100 E. ALAMO ST.,
BRENNHAM, TX 77833

GENERAL NOTES

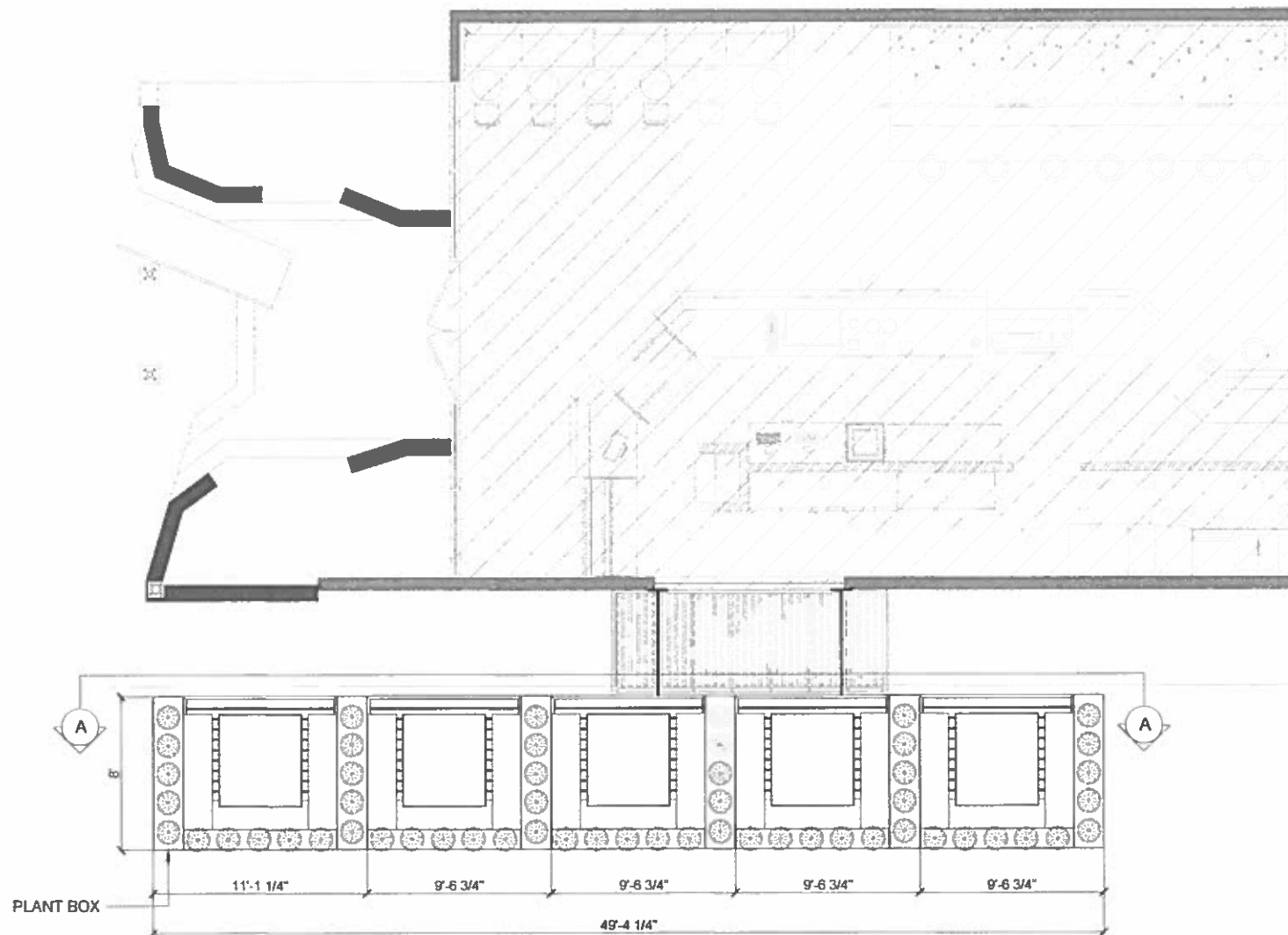
OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	SCALE	DATE
GT	JA	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-00	C1



1
S-15 **PARKLET LOCATION PLAN**
SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
C1	FINAL DESIGN	ET	02/04/22

P - PRELIMINARY I - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

LOCATION PLAN

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:
ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-15	C1



1 PARKLET ELEVATION
S-16 SCALE 3/8" = 1'-0"

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REV	DESCRIPTION	BY	DATE
C1	PROJECT ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
ELEVATION

OWNER
100 E. ALAMO INVESTMENTS

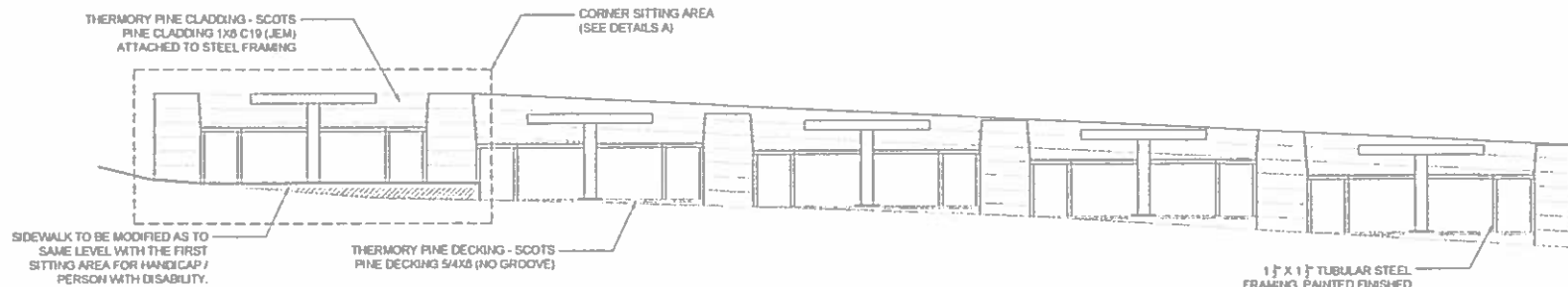
APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

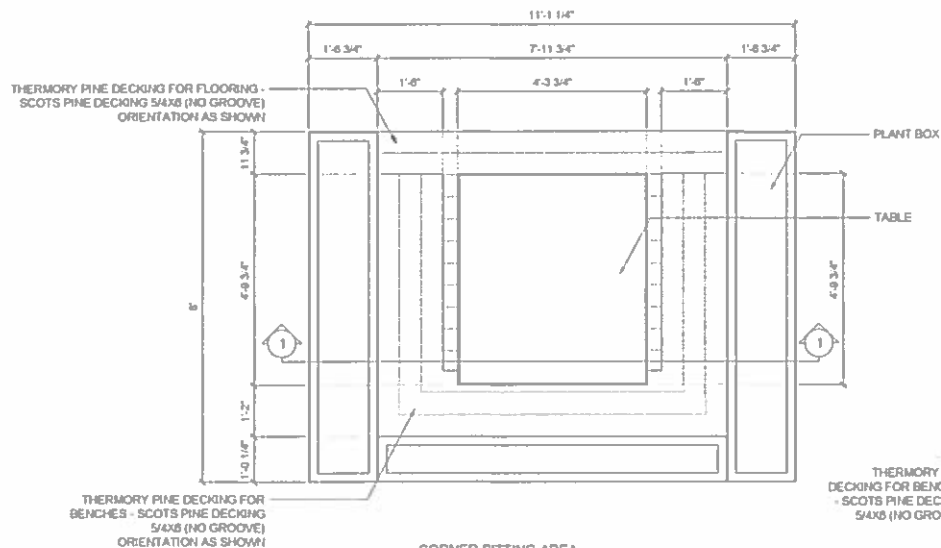
DRAWN	CHECKED	SIZE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

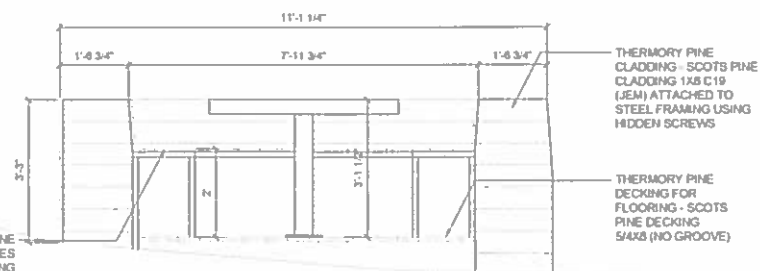
PROJECT	DRAWING	REV
GT21-085	S-16	C1



(VIEW FROM STREET)
1 SECTION THRU A-A
 SCALE 1/2" = 1' 0"



2 CORNER SITTING AREA DETAILS A - PLAN VIEW
 SCALE 3/4" = 1' 0"



3 CORNER SITTING AREA DETAILS A - ELEVATION
 SCALE 3/4" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	FIRST ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
 C - CONSTRUCTION

PROJECT
 PROPOSED PARKLET
 100 E. ALAMO ST.,
 BRENNHAM, TX 77833

TITLE
 SECTION THRU A-A
 DETAILS A

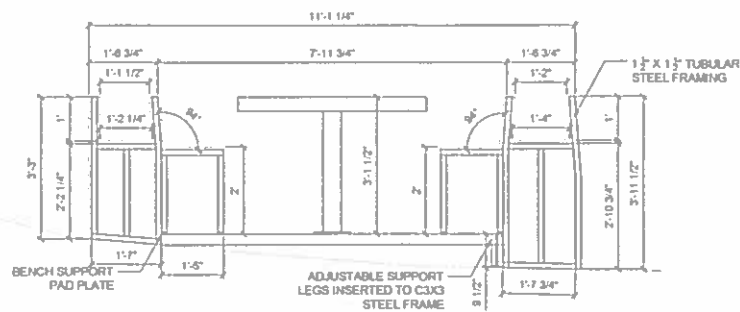
OWNER
 100 E. ALAMO INVESTMENTS

APPROVED BY
 ENGR. JARED ANDERSON
 02 JANUARY 2022

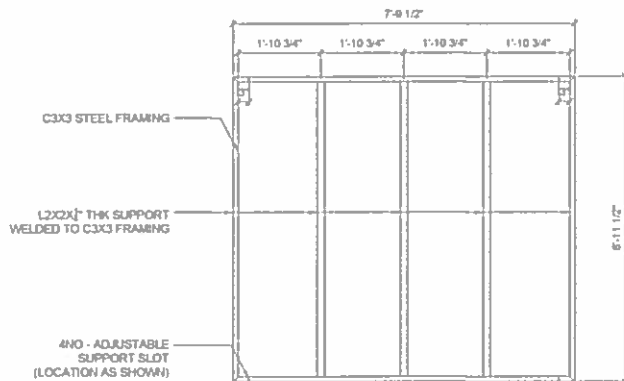
DRAWN CHB/SZT **SCALE** **DATE**
 GT JA D AS NOTED JAN 22

STATUS
 FOR CONSTRUCTION

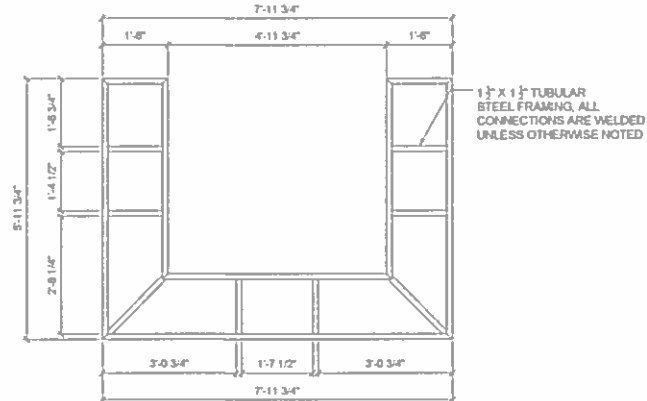
PROJECT **DRAWING** **REV**
 GT21-085 S-17 C1



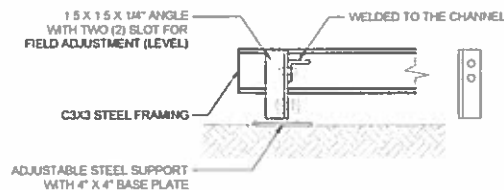
1
S-18 CORNER SITTING AREA
SECTION THRU 1-1
SCALE 3/4\" = 1' 0"



2
S-18 CORNER SITTING AREA
FLOOR FRAMING PLAN
SCALE 3/4\" = 1' 0"



3
S-18 CORNER SITTING AREA
BENCH FRAMING PLAN
SCALE 3/4\" = 1' 0"



4
S-18 **SUPPORT DETAILS**
SCALE 3\" = 1' 0"

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REV	DESCRIPTION	BY	DATE
C1	PART ISSUE	GT	02/01/22

P - PRELIMINARY T - TENDER
C - CONSTRUCTION

PROJECT
PROPOSED PARKLET
100 E. ALAMO ST.,
BRENNHAM, TX 77833

TITLE
SECTION THRU 1-1
FLOOR FRAMING PLAN
BENCH FRAMING PLAN
SUPPORT DETAILS

OWNER
100 E. ALAMO INVESTMENTS

APPROVED BY:

ENGR. JARED ANDERSON
02 JANUARY 2022

DRAWN	CHECKED	DATE	SCALE	DATE
GT	JA	D	AS NOTED	JAN 22

STATUS
FOR CONSTRUCTION

PROJECT	DRAWING	REV
GT21-085	S-18	C1

NON-EXCLUSIVE LICENSE AGREEMENT – PARKLET

This License Agreement ("**Agreement**") is made this 9th day of December, 2022 ("**Effective Date**") by and between the **CITY OF BRENHAM** ("**City**"), and **MESCALITO COFFEE LTD CO.** a Texas limited liability company with its address at 100 East Alamo Street, Brenham, Texas 77833 ("**Licensee**") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee operates the business commonly referred to as Mescalito Coffee located at 100 East Alamo Street, Brenham, Texas; and

WHEREAS, The City Council of the City adopted a Downtown Parklet Manual on June 16, 2022 to adopt uniform standards for the design and construction of Parklets located on a City right-of-way in Downtown Brenham, attached to this Agreement as **Attachment "A"** ("**Manual**"); and

WHEREAS, Licensee plans to construct or cause to be constructed a Parklet on a City right-of-way in accordance with the Manual; and

WHEREAS, Licensee has submitted a fully completed application and required supporting documentation on July 1, 2022 in accordance with the Manual; and

WHEREAS, City staff members have reviewed the application for completion and have determined that the proposed location of a Parklet meets the eligibility requirements established by the Manual; and

WHEREAS, Licensee desires to operate and maintain said Parklet located in the 200 block of South Park Street on the east side of the roadway in the two parallel parking spaces immediately south of Alamo Street adjacent to the Licensee's business Mescalito Coffee ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specification attached to this Agreement as **Attachment "B"** ("**Plans**") (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet**." All references to the Parklet shall include the Parklet Location).

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the City and Licensee, intending to be legally bound by this Agreement, agree as follows:

1. License; Conditions.

A. License. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and nonassignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.

B. Prior to entering the Parklet Location to commence any renovation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title; AS-IS Condition of Parklet Location.

A. At all times, but subject to the terms of this Agreement, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement; the License granted by this Agreement authorizes the Licensee to enter upon the Parklet Location for the purposes stated herein.

B. Licensee acknowledges and agrees that they accept this license to enter the Parklet Location in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Licensee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

3. Term.

3.1 The term ("Initial **Term**") of this Agreement shall be for one (1) year commencing on the Effective Date and shall terminate on the ____ day of _____, 2023, unless terminated earlier pursuant to the provisions of this Agreement.

3.2 If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the ____ day of _____, 2027.

4. Maintenance Obligations; Use Restrictions; Approvals.

A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating, and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent

thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.

C. Licensee's Use. The general public's use of the Parklet shall not be limited by Licensee at any time. Licensee shall not block public access to the Parklet or any amenities therein. Licensee shall not convey to the public, explicitly or implicitly, that the Parklet is private property or dedicated for use by the Licensee or its customers.

D. Prohibited Uses. Licensee agrees that it shall not: use the Parklet except as specified in this Agreement; use the Parklet for any unlawful purpose; create a public or private nuisance on the Parklet; store or use any Hazardous Substances (defined below) on the Parklet; use the Parklet in a way that disturbs or damages the surrounding properties; park a vehicle on the Parklet Location; smoke any substance on the Parklet; engage in any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; use the Parklet for commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; place or erect any structures on the Parklet unless specifically permitted by this Agreement; serve alcoholic beverages on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by an appropriate license/permit validly issued by the Texas Alcoholic Beverage Commission; start fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations); display, store or sell personal property on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed. The City and Licensee agree that Licensee is not responsible for enforcing these prohibitions on members of the public; however, Licensee shall use commercially reasonable efforts to periodically monitor the Parklet for any use by the Public that is unsafe, unlawful, or which is a prohibited use under this Section.

If the Licensee becomes aware of any unsafe, unlawful, or prohibited use of the Parklet, it shall immediately notify the City.

E. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

A. Applicable Laws. "Applicable Laws" shall mean all applicable present Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.

B. Hazardous Substances. "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

6. Entry on Parklet Location By City; City Inspection.

The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Location; provided, however, during Licensee's regular business hours, but excluding emergencies, City's entry, if any, shall be in a manner that causes the least interference or interruption with Licensee's operations. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guaranty, or warranty by the City to Licensee, as to Licensee's compliance with the terms of this Agreement or Applicable Laws.

7. **Non-exclusive.**

The License granted by this Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the City's streets or other rights-of-way, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of the Parklet for facilities presently located within the boundaries of the right-of-way and to any easement, lease, license, or other interest in the Parklet Location granted by City to any individual, corporation or other entity, public or private.

8. **Environmental Protection.**

Licensee shall not use or permit the use of the Parklet for any purpose that may be in violation of any environmental laws or regulations, and any amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Parklet will not result in the disposal or other release of any hazardous substance or solid waste in, on, upon, under or to the Parklet, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged in, on, upon, under or onto the Parklet or property adjoining the Parklet by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.**

9. **Insurance.**

At all times during the Term of this Agreement, the Licensee shall procure and maintain insurance in the types and amounts as specified below.

Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the License Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from insurers authorized to do business in the State of Texas and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000

Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.

(c) All States coverage and Texas Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

The City of Brenham, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Licensee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Licensee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City Secretary, City of Brenham, 200 W. Vulcan Street, Brenham, Texas 77833 within ten (10) days after the Effective Date of this Agreement. Licensee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Licensee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Licensee to City, its officers, employees, and agents, or to limit Licensee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Licensee hereunder.

10. Indemnification; Release.

A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees, or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's its contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or in equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Relocation; Termination of this Agreement.

A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days' notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.

B. Termination: This Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties;
- b. By either party giving the other party one hundred twenty (120) days prior written notice; or
- c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.

Licensee shall further agree that upon termination of this Agreement, Licensee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet Area to the satisfaction and approval of the City, reasonable wear and tear excepted, within thirty (30) days after receiving such notice, all at Licensee's sole cost and expense. The City shall not be liable to Licensee for any compensation, reimbursement or other expenses related to this Agreement.

Licensee agrees that in the event the Parklet is not removed from the Parklet Location and/or if the Parklet Location is not restored to its original condition, reasonable wear and tear excepted, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the City right-of-way to its original condition and in event of the City so doing, Licensee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

12. Notice.

All notices, requests, and other communications under this License shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight or hand delivery service with receipt requested, and addressed to Licensee as provided on the first page of this License and to the City as follows:

City Manager
City of Brenham
200 W. Vulcan Street

Brenham, Texas 77833

13. Governing law.

This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a court of competent jurisdiction in Washington County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

14. Attachments.

Any and all attachments to this Agreement are incorporated herein by reference.

15. Binding effect.

This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns.

16. Entire Agreement.

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

LICENSOR: CITY OF BRENHAM

Date: _____

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

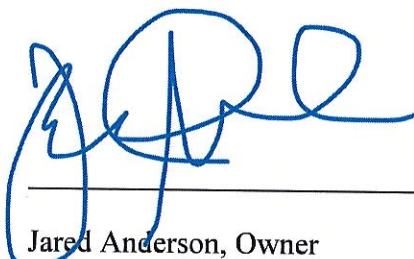
ATTEST:

Jeana Bellinger, TRMC, City Secretary
City of Brenham, Texas

LICENSEE: MESCALITO COFFEE

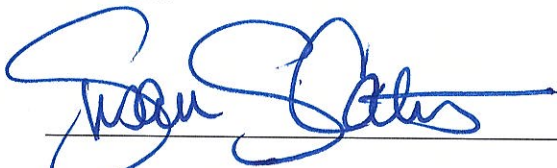
Date:

12/9/22



Jared Anderson, Owner
Mescalito Coffee Ltd. Co.

ATTEST:



By:

Title:



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon the Termination of the License Agreement Between the City of Brenham and Country Sunshine Related to the Mobile Kitchen Located Adjacent to 110 West Main Street and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

Country Sunshine relocated their mobile kitchen, which was the subject of this license agreement to Brazos Valley Brewing Company property effective August 17, 2022. Danielle Holle originally requested that La Jefe mobile kitchen (owned by Zaira Pelayos) be able to utilize this location to provide food service supplemental to a new business venture the Holle's launched on the property, Mas Vino.

The Economic Development sub-committee met to review the request and determined that allowing transfer to another mobile kitchen was not in the original spirit of the agreement, which was to provide for an existing business to continue operations when the Council established guidelines for mobile kitchen operations. Alternative options were discussed with Ms. Holle. The option selected was to locate the La Jefe mobile kitchen wholly on the site which is a use by right in the zone, subject to applicable permitting for mobile kitchens.

Mas Vino with food by La Jefe will be open by Saturday, January 14th in time for Uptown Swirl.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the termination of the license agreement between the City of Brenham and Country Sunshine related to the mobile kitchen located adjacent to 110 West Main Street and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon the Award of RFP No. 23-001 for the Supply of Aviation Fuel and Associated Services at the Brenham Municipal Airport, Including Approval of Associated Contract(s), and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Airport

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

On Tuesday, October 4, 2022 the City of Brenham issued a Request for Proposals (RFP) for a provider to supply Aviation Fuel to the Brenham Municipal Airport. The successful proposer to supply and deliver to the Airport 100 Low Lead (100LL) Av Gas and Jet-A Fuel with additive to the Airport for the resale of fuel to the public by the City of Brenham FBO. Additionally, the RFP requested the proposer to provide business support including:

- Credit Card and point of sale (“POS”) equipment to be used by the City of Brenham
- FBO Software
- Lease to Purchase equipment – QTPod M4000
- Fuel cost guarantee
- Fuel Quality Control
- Liability Insurance
- Training and Professional Fuel Handling
- Refueler Trucks – one (1) 3,000-gallon truck for Jet-A, and one (1) minimum capacity 750-gallon truck (or as available) for 100LL Av Gas
- Branding Partnership, other marketing, sales aids, or assistance
- Co-Op Programs
- Signage

The RFP was opened on Tuesday, October 18, 2022 and proposals were submitted by Ascent Aviation (a division of World Fuel Services, Inc), Epic Fuels, and Titan Aviation Fuels. An RFP selection committee was formed to include Randy Hodge (Airport Liaison), Monty Richardson (Facilities Committee), Dane Rau (Director of Public Works), Debora Pinto (Airport Manager) and Stephanie Doland (Development Services Director).

The selection committee members evaluated the submitted proposals based on a weighted criterion as follows:

1. Cost – Wholesale price of 100LL and Jet A from the supplier to the City (40 points)
2. Training of City Staff in Professional Fuel Handling (10 points)
3. Lease of Re-Fueler Trucks/ Other Equipment (20 points)
4. Credit Card Processing Fees (15 points)
5. Support Services – Such as Marketing and Advertising Efforts (5 points)

The selection committee ranked the proposals based on the above evaluation factors and Titan Aviation Fuels scored the highest of the three proposers at 438 points with Epic Fuels following second at 422 points. Attached please find the Rating Sheet totals.

Titan Aviation Fuels provided the City with a favorable proposal which included a competitive fuel price, the Jet A refueler at no cost to the City for the initial 6-months of the lease, the lowest credit card processing fees of the proposers, reimbursement for the purchase of a QT Pod 4000 Point of Sale system (~\$15,000 value), and added \$50 Million in liability insurance, a contribution of \$0.05 per gallon sold to support cobranded material (marketing COOP), and a number of additional training and support services.

Staff finds that Titan Aviation Fuels will provide competitive fuel pricing and will be an excellent partner in fuel sales at the Airport due to their numerous support services and competitive proposal.

ATTACHMENTS:

(1) Selection Committee Rating Sheet

RECOMMENDED ACTION:

Approve the award of RFP No. 23-001 for the supply of aviation fuel and associated services at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.



RFP 23-001 Aviation Fuel Supply and Associated Services Rating Sheet Totals

Committee Member	Pick	Ascent Aviation	EPIC	TITAN
Selection Committee Member1	EPIC	56	92	84
Selection Committee Member2	TITAN	61	85	93
Selection Committee Member3	TITAN	84	96	98
Selection Committee Member4	EPIC	65	74	71
Selection Committee Member5	TITAN	61	75	92
Total Scores		327	422	438



Regular City Council **AGENDA ITEM 14.**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-002 Related to the Installation of a Changeable Electronic Variable Message Sign (CEVMS) to be Located at 1007 Walter Schwartz Way, Brenham, Texas

Meeting Type: Regular Meeting-January 19, 2023

Department: Development Services

Staff Contact: Shauna Laauwe

SUMMARY STATEMENT:

Blinn College has formally requested approval by the Brenham City Council for the replacement of their existing electronic message signage for the Student Center located at 1007 Walter Schwartz Way. The sign ordinance is found in Chapter 21 of the City of Brenham Code of Ordinances and was adopted by Ordinance O-19-020 in June 2019. Section 21-9 of the Sign Ordinance regulates Changeable Electronic Variable Message Signs (CEVMS). This section regulates the location, operation, size, and fuel/gas price electronic signs. Section 21-9(1) stipulates the locations of CEVMS and permits them only on property adjacent to US Hwy 290 East and West (not business US 290) and US State Hwy 36 North and South (not business SH 36). Section 21-9(1)(c) does allow CEVMS to be permitted on properties not adjacent to the aforementioned thoroughfares upon application to, an approval, by city council. The following criteria must be met:

- a. Granting the request would not be materially detrimental to property in the general vicinity;
- b. Granting the request would not be contrary to the general objectives of this chapter;
- c. Granting the request would not increase the total signage allotment allowed by this chapter on the subject property.

The existing CEVM sign for the Blinn College Student Center is located at 1007 Walter Schwartz Way, which is not adjacent to either US Hwy 290 or SH 36. The existing sign is legally nonconforming as it was constructed before the current sign ordinance with Changeable Electronic Variable Message Signs (CEVMS) provisions were adopted on June 20, 2019. Blinn College states that the existing electronic messaging component has deteriorated and is no longer fully functional and that the static signage portion has also deteriorated and is no longer legible. Therefore, Blinn College is requesting City Council approval to allow for the replacement of the CEVMS, to be placed at 1007 Walter Schwartz Way. For additional information and staff analysis, please refer to the attached Staff Report.

ATTACHMENTS:

- (1) Resolution No. R-23-002
- (2) Staff Report

RECOMMENDED ACTION:

Approve Resolution No. R-23-002 related to the installation of a Changeable Electronic Variable Message Sign (CEVMS) to be located at 1007 Walter Schwartz Way, Brenham, Texas.

RESOLUTION NO. R-23-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, APPROVING A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) TO BE LOCATED AT THE BLINN COLLEGE STUDENT CENTER BASED ON CRITERIA LISTED IN THE CITY OF BRENHAM SIGN ORDINANCE; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION.

WHEREAS, the Blinn College Student Center, located at 1007 Walter Schwartz Way, has an existing nonconforming Changeable Electronic Variable Message Sign (CEVMS) that is in need of replacement; and

WHEREAS, the Blinn College Student Center is located within the boundaries of the Blinn College campus and is a college community that requires the display of timely events and announcements; and

WHEREAS, the City of Brenham Code of Ordinances, Chapter 21 - Signs, Section 21-9 – Changeable Electronic Variable Message Signs (CEVMS) are only permitted on property adjacent to U.S. HWY 290 or State Highway 36 unless another location for a CEVMS is approved by the City Council; and

WHEREAS, the City Council finds the proposed CEVMS sign replacement meets criteria for approval described by the City of Brenham Sign Ordinance as follows:

1. the granting of the request would not be materially detrimental to property in the general vicinity because the sign is not within the view of a residential neighborhood or commercial entity, said sign being located to be seen primarily by those associated with Blinn College; and
2. the granting of the request would not be contrary to the general objectives of the City of Brenham Sign Ordinance; and
3. the granting the request would not increase the total signage allotment allowed on the subject property by the City of Brenham Sign Ordinance.

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

The City of Brenham hereby approves a Changeable Electronic Variable Message Sign (CEVMS) to be located at 1007 Walter Schwartz Way, within the Blinn College campus, as depicted on Exhibit “A” and Exhibit “B” attached hereto and incorporated herein for all purposes pertinent, in the City of Brenham, Texas and authorizes the Mayor to execute any necessary documentation.

RESOLVED this 19th day of January 2023.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary

Exhibit "A"
Replacement CEVM sign and Specifications



Blinn College District
LED PARTNERS 1007 Walter Schwartz Way, Brenham TX 77833

PROPOSED:



EXISTING:



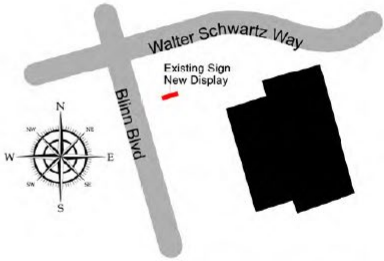
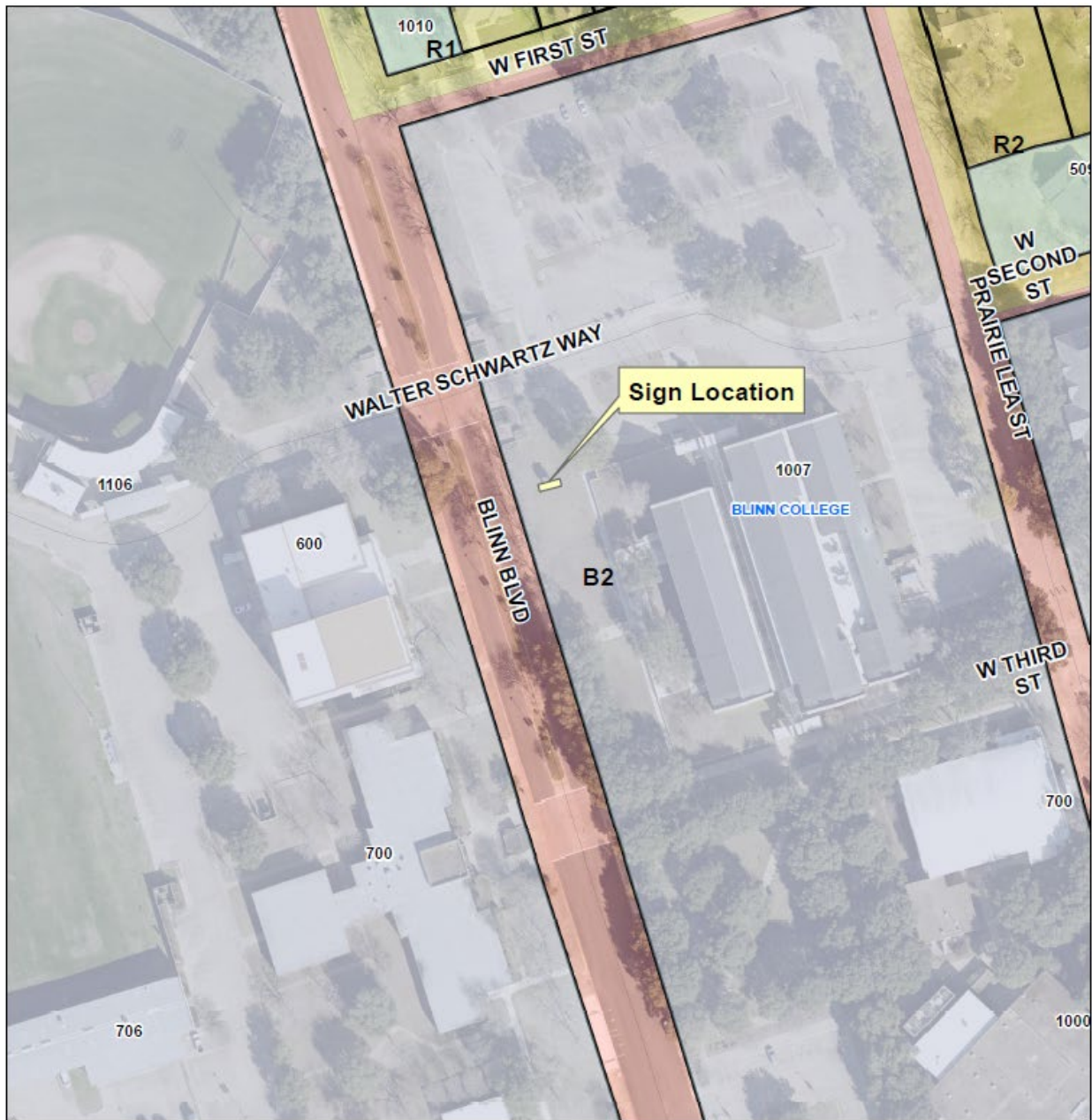


Exhibit "B" Location Map



Blinn College Student Center 1007 Walter Schwartz Way Changeable Electronic Variable Message Sign Request



BLINN COLLEGE REQUEST FOR A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN

REQUEST:

Blinn College has formally requested approval by the Brenham City Council for the replacement of their existing electronic message signage for the Student Center located at 1007 Walter Schwartz Way. The sign ordinance is found in Chapter 21 of the City of Brenham Code of Ordinances and was adopted by Ordinance O-19-020 in June 2019. Section 21-9 of the Sign Ordinance regulates Changeable Electronic Variable Message Signs (CEVMS). This section regulates the location, operation, size, and fuel/gas price electronic signs. Section 21-9(1) stipulates the locations of CEVMS and permits them only on property adjacent to US Hwy 290 East and West (not business US 290) and US State Hwy 36 North and South (not business SH 36). Section 21-9(1)(c) does allow CEVMS to be permitted on properties not adjacent to the aforementioned thoroughfares upon application to, an approval, by city council. The following criteria must be met:

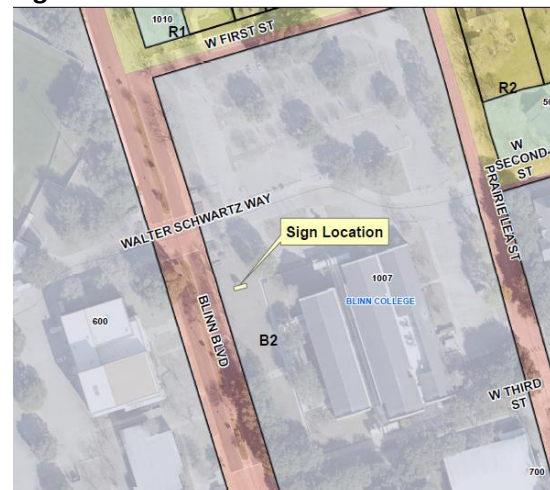
- i. Granting the request would not be materially detrimental to property in the general vicinity;
- ii. Granting the request would not be contrary to the general objectives of this chapter;
- iii. Granting the request would not increase the total signage allotment allowed by this chapter on the subject property.

The existing CEVM sign for the Blinn College Student Center is located at 1007 Walter Schwartz Way, which is not adjacent to either US Hwy 290 or SH 36. The existing sign is legally nonconforming as it was constructed before the current sign ordinance with Changeable Electronic Variable Message Signs (CEVMS) provisions were adopted on June 20, 2019. Blinn College states that the existing electronic messaging component has deteriorated and is no longer fully functional and that the static signage portion has also deteriorated and is no longer legible. Therefore, Blinn College is requesting City Council approval to allow for the replacement of the CEVMS, to be placed at 1007 Walter Schwartz Way.

BACKGROUND and ANALYSIS:

As shown on the map in Figure 1, the Blinn College Student Center site is bounded by Walter Schwartz Way to the north, Blinn Boulevard to the west, Prairie Lea Street to the east and West Third Street to the south. While the building is oriented facing Walter Schwartz Way, the existing/proposed replacement sign is located on the Blinn Boulevard frontage side near the intersection of Walter Schwartz Way. The existing sign as shown in Figure 2, is 12-foot in overall height double-faced ground sign with red brick pillars and has a total sign face area of 56.38 square feet per side. Each sign face includes 28.88 square feet for static copy signage and an electronic LED display (CEVMS) that is

Figure 1



rectangular in shape at 10' x 2'9" for a sign area of 27.5 square feet. The proposed new signage is shown in Figure 3. The applicant proposes to remove the existing deteriorating and malfunctioning static and electronic signage and keep the foundation and brick pillars of the existing ground sign and the overall height of 12-feet. The proposed new signage would replace and increase the overall amount of signage from 56.38 square feet per sign face to 63.73 square feet. The static signage located above and below the CEVMS would slightly increase from 28.88 square feet to 32.08 square feet, while the CEVMS portion would be a larger, square-shaped sign that is 4'1"x 7'9" for a sign area of 31.65 square feet. While the CEVMS portion is increasing in area, the signage will be more contained within the pillar features for a more uniform design.

Figure 2: Existing signage



**Sign Area: CEVMS: 27.5 SF
Overall: 56.38 SF**

Figure 3: Proposed signage



**Sign Area: CEVMS: 31.65 SF
Overall: 63.73 SF**

As stated previously, Section 21-9(1)(c) does allow CEVMS to be permitted on properties not adjacent to either US Highway 290 or SH 36 upon application to, and approval, by city council. With the following criteria must be met:

1. Granting the request would not be materially detrimental to property in the general vicinity.

The subject property and sign location is located within main campus of Blinn College and is not visible to residential or commercial properties outside of the campus boundaries.

2. Granting the request would not be contrary to the general objectives of this chapter.

The general limitations on CEVMS locations and operation is intended to improve traffic safety by reducing distractions to drivers and to provide a pleasing visually attractive environment by reducing sign clutter and of signs that have continuous messaging. The proposed signage is intended to provide timely and immediate information to students and faculty of important and routine College events and in the event that an emergency on campus arises. As the signage is

located within the College campus, that there are no other CEVMS on campus, and that the main audience is students and faculty; staff finds that the proposed sign is not contrary to the general objectives of the sign chapter.

3. Granting the request would not increase the total signage allotment allowed by this chapter on the subject property.

Properties that are permitted to have CEVMS along US HWY 290 and SH 36, are limited to one (1) sign structure with two (2) sign faces not to exceed 64 square feet per sign face. The proposed CEVMS has 31.65 square feet per sign face, approximately half of the maximum amount. The existing sign is legally nonconforming in terms of having the CEVMS before City Council approval was required and exceeding the current maximum sign face and sign height for ground signs. The amount of sign area and height for ground signs is determined by the posted speed limit on the adjacent right-of-way. Blinn Boulevard has a posted speed limit of 20mph, which allows a maximum sign face of 50 square feet and overall height of 8 feet. The existing sign is nonconforming with 56.38 square feet per sign face and an overall height of 12 feet. As the proposed sign will retain the main ground sign foundation, the overall height will remain at 12-feet. However, the proposed sign area will increase by approximately 7 square feet to 63.73 square feet. The sign regulations for ground signs are largely intended for commercial (nonresidential uses) and for streets with a posted speed limit of 25 mph or higher. Given the pedestrian nature of the Blinn College Campus, the large Student Center site that the sign will be located, and that the CEVMS is approximately half the maximum allotted sign face area of 64 square feet, Staff finds that the propose CEVMS would not be against the spirit and intentions of the Sign Ordinance.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Resolution to allow Blinn College a Changeable Electronic Variable Message Sign (CEVM) to be located at the Blinn College Student Center located at 1007 Walter Schwartz Way.

Attachment:

1. Exhibit "A": Request Letter from Blinn College
2. Exhibit "B": Sign Details

EXHIBIT "A"
REQUEST LETTER FROM BLINN COLLEGE



January 9, 2023

Shauna Laauwe, AICP
City Planner/Sign Administrator
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

Re: Blinn College District Student Center Electronic Message Signage Repair/Replacement

Ms Laauwe,

The Blinn College District is requesting approval by the Brenham City Council for the repair/replacement of our existing electronic message signage located at the Student Center, 1007 Walter Schwartz Way. As can be seen in the photo attached to the permitting documents, the existing static signage has deteriorated and is no longer legible. Additionally, the existing electronic messaging component has deteriorated and is no longer fully functional.

Working with LED Partners, the College has designed a repair/replacement signage system. This signage system includes the replacement of the static signage elements to meet Blinn's current marketing and branding. This signage system also includes the replacement of the existing electronic messaging component with new LED messaging panel.

Attached please find the signage design to include the signage area of the existing signage as well as the signage area for the proposed signage. Please call or email if you have any questions.

Best Regards,



Mark Feldhake
Executive Director Facilities, Planning, and Construction
Blinn College District

EXHIBIT "B" SIGN DETAILS





Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon the Submission of a Grant Application Through the Community Development Partnership Program (CDPP) Offered by the Lower Colorado River Authority (LCRA) for the Purchase of Two (2) Electronic Message Boards for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

Lower Colorado River Authority (LCRA) offers a competitive Community Development Partnership Program (CDPP) Grant (up to \$50,000) to communities in their service area. The grant provides funding for capital improvement projects and must meet a need in one of the following areas: education, transportation, public safety, recreation, health care, training, community planning or employment. Grants of \$5,000 or more require a minimum 20 percent match of the total project cost.

The City of Brenham Street Department is looking at purchasing 2 Electronic Message Boards for usage with the Street Department, Fire Department, Police Department as well as usage during Special Events in the Downtown area and around our City. Electronic Message Boards assist in a faster and more effective communication to our visitors and our citizens. Electronic Message Boards get noticed effortlessly and are able to reach a widened target group quickly.

With the growth of our community, Electronic Message Boards can be used to get Emergency notices out to drivers, alert of new stop signs, speed limit changes, and detours. Electronic Message Boards will also be useful in disaster situations for traffic flow, detours, and any emergency notices. The Fire Department and Police Department will be able to access and use the Electronic Message Boards for emergencies as well as for special events in and around the city. With the downtown Brenham hosting 15+ parades and special events annually and with the construction of new streets, buildings, roads, with the continued growth of Brenham, the Electronic Message Boards will be available to be used by many departments in a variety of situations. Allowing city personnel to implement protective signage for street closures, disasters, and a variety of other usages to protect our visitors and citizens.

The total project cost estimate is \$33,840.00. We will be asking for a \$25,000 grant and the City will provide the remaining amount which will be considered our match.

ATTACHMENTS:

- (1) Quote
- (2) Electronic Message Board Specs

RECOMMENDED ACTION:

Approve the submission of a grant application through the Community Development Partnership Program (CDPP) offered by the Lower Colorado River Authority (LCRA) for the purchase of two (2) electronic message boards for the City of Brenham and authorize the Mayor to execute any necessary documentation.

QUOTATION



AMERICAN SIGNAL COMPANY

American Signal
2755 Bankers Industrial Dr
Atlanta, GA 30360
Tel: 770-448-6650 Fax:
Email:
<http://amsig.com>

Date : 11 Jan 2023
Our Reference : QU-0004641
PO No. : 10.21.2022 331
Customer Code : BREN01

CUSTOMER

BRENHAM, CITY OF
P.O. BOX 1059
BRENHAM, TX 77834-1059

DELIVER TO

BRENHAM, CITY OF
P.O. BOX 1059
BRENHAM, TX 77834-1059

Contact: DANE RAU Contact Phone: 979.337.7407
Sales Rep: AK001 Rep Phone: 808-756-0204
Rep Email: akudela@amsig.com

Contact Email: drau@cityofbrenham.org
Payment Terms: NET 30 DAYS
Shipping Terms: TRUCK PREPAID & ADDED

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS30065211	CMS-T331 3-LINE/8-CHARACTER Warranty 1 year	1	Each	14300.00	14300.00 0.00
0	OPT30125430	CELL, PHONE 4G LTE/WIFI/GPS	1	Each	800.00	800.00
0	OPT30125380	SUBSCRIPTION, VZW VPN 1-YR ITS CLOUD	1	Each	120.00	120.00
0	FREIGHT OUT	FREIGHT OUT TO BRENHAM, TX	1	Each	1700.00	1700.00

Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.

Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request. Any special requirements need to be noted on purchase order

If signed, can serve as PO: _____

Ship Date Requested: _____

Ship To: _____

Shipping Contact: _____

Phone: _____

Email: _____

Trailer Color: _____ Hitch Type: _____

Value of Goods	\$ 16,920.00
Total Discount	\$ 0.00
Quotation Total	\$ 16,920.00



CMS-T331

PORTABLE CHANGEABLE MESSAGE SIGN CHARACTER MATRIX

3 Lines x 8 Characters



GENERAL SPECIFICATIONS

The CMS-T331 from American Signal Company represents the latest advances in changeable message signs utilizing all-LED technology. The ability to furnish timely, pertinent, and dynamic traffic information to the motorist via alphanumeric text and/or graphic displays provides the engineer with a measure of traffic control, incident management, and congestion mitigation unmatched by other informational systems.

The CMS-T331 is a full size, three line, programmable changeable message sign utilizing all-LED display technology, is trailer mounted, provides for solar charging of the primary power supply batteries, and optionally may be remotely operable and/or interfaced with radar for use in traffic calming applications. The sign is capable of displaying one, two, or three line alphanumeric messages with each line comprised of eight individual display panels. Additionally, the CMS-T331 is available with a full color screen and QWERTY keyboard and can be integrated with other ITS field equipment.

CATALOG NO: AMS30065209

FEATURES

- Character Matrix
- 3 Lines x 8 Discrete Characters
- Minimum 30 day battery run time
- 18" High Characters
- Up to 8 Characters per line
- 2 Font sizes: 4x7 , 5x7
- NTCIP Compliant
- +1,000' Legibility
- 4,800' Viewability

OPTIONS

- Cellular (CDMA / IXRTT , GSM / GPRS)
- WiFi
- Landline or Ethernet (TCP / IP) Options
- GPS
- Radar Overspeed Detection
- Queue Detection
- VoiceStar™ Highway Advisory Radio
- AIMSTAR™ Adjustable Solar Assembly
- Radar Data Logging & Graphing
- CCTV
- Expanded solar / battery bank

MESSAGING AND LEGIBILITY

The CMS-T331 has the memory capacity to retain 200 pre-programmed messages, 200 user-generated messages, and 250 message sequences (up to 10 pages / sequence). The brightness, or intensity, of the LED portion of the display is regulated automatically via a photosensitive circuit that adjusts the LED intensity in response to ambient illumination, thus assuring superior visibility and legibility under all lighting conditions.



2755 Bankers Industrial Dr. Atlanta, Ga 30360
VOICE: 770.448.6650 FAX: 770.448.8970
info@amsig.com / www.amsig.com

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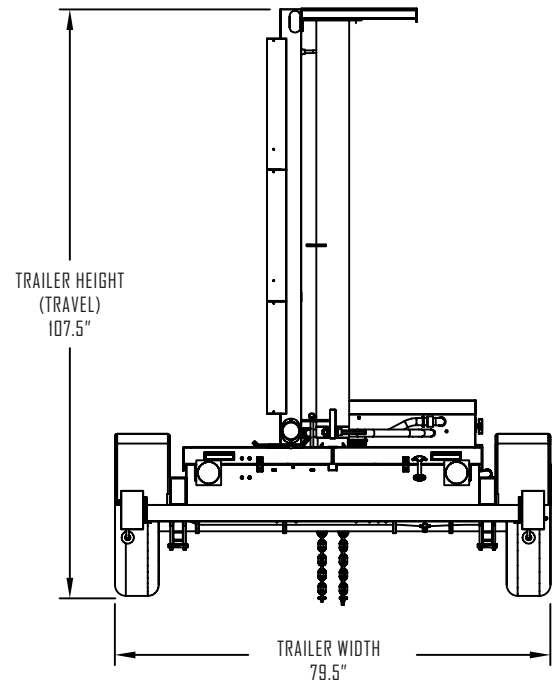
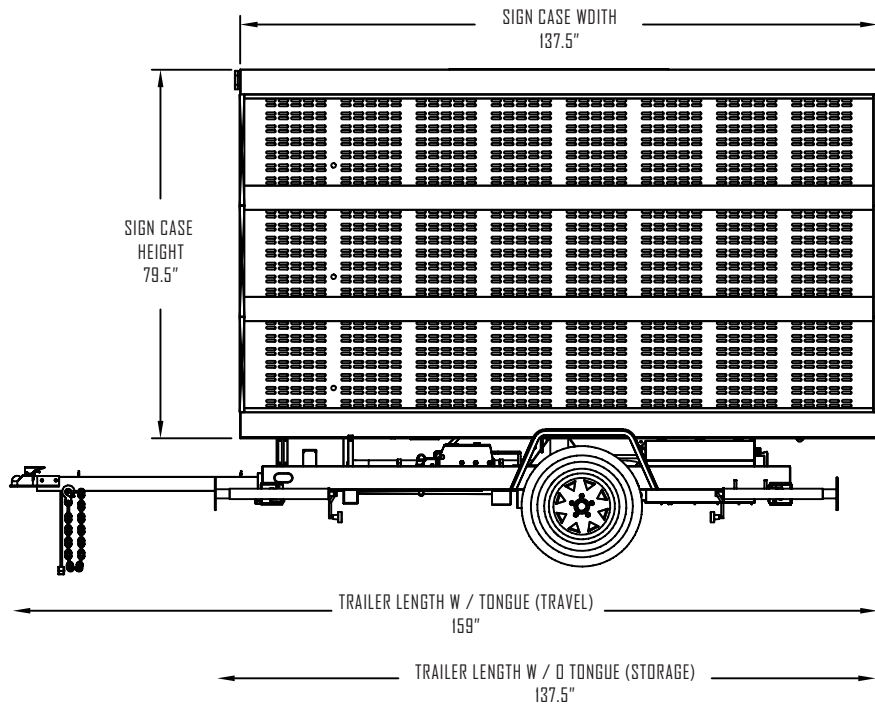
* Specifications/Technology is subject to change.



CMS-T331

PORTABLE CHANGEABLE MESSAGE SIGN

CATALOG NO: AMS30065209



PHYSICAL / MECHANICAL

• Height (raised)	163.5" / 4.1m
• Height (storage)	107.5" / 2.7m
• Length (tongue)	159" / 4.0m
• Length (w/o tongue)	137.5" / 3.5m
• Width	79.5" / 2.0m
• Sign Case Width	137.5" / 3.5m
• Sign Case Height	79.5" / 2.0m

ELECTRICAL / DISPLAY

• Matrix Type	Discrete Character Matrix
• LEDs Per Pixel	4
• Angularity	30 Degrees
• Speed-Variable Timing	.10 sec increments
• Matrix Size	21 Rows x 40 Columns
• LED Color	590 nm ITE Amber / Yellow
• Character Size	18"

SOLR™ PRIMARY POWER OPTION

• Battery Life	30 Day standard, expanded battery bank optional
• Land Power	On-board charger

CONTROL / OPERATION

• Pre-Programmed Messages	200
• User-Defined Messages	200
• Message Sequences	250
• Control Panel Display	Backlit LCD

CHARACTER FONTS

Pixel Matrix	Normal Height	Characters Per Line	Lines Sign Face
4 x 7	18"	8	3
5 x 7	18"	8	3

GS-07F-0399L

111



* Specifications/Technology is subject to change.



Regular City Council
AGENDA ITEM 16.

Agenda Item: 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.

Meeting Type: Regular Meeting-January 19, 2023

Department: Brenham Police Department

Staff Contact: Chief Ron Parker

SUMMARY STATEMENT:

In December 2022, staff met with the Non-Consent Tow Task Force, consisting of Councilmember Kenjura, Lt. Curtiss Schoen, Sgt. Steven Eilert, Sgt. Todd Ashorn and Chief of Staff Christi Korth. The purpose was to review and discuss the Non-Consent Tow Contract.

The Non-Consent Tow Contract is an annual agreement between the City and various local towing companies. By entering into this agreement, towing companies will be added to the rotation to be called by dispatch when a tow is required, such as after an arrest. The contract contains a list of maximum charges that the towing company may impose for service.

It was the overall consensus of the Task Force that an increase should be made to the Permissible Charges for Towing. The contract presented for your consideration incorporates the increased fees recommended by the Task Force as follows, Regular Tow \$260 (previously \$225), Medium Tow \$350 (previously \$275), Heavy Tow \$600 (previously \$550). In addition, after the meeting, staff discussed adding a new requirement that a tow company or operator have been in service in Washington County for at least twelve (12) months prior to applying to be added to the towing rotation. Staff support this change, and it has also been added to the proposed contract.

ATTACHMENTS:

- (1) Addendum
- (2) Redline Contract

RECOMMENDED ACTION:

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.

ADDENDUM TO AND MODIFICATION OF:

NON-CONSENT TOW CONTRACT FOR THE CITY OF BRENHAM

This “Addendum to and Modification of Non-Consent Tow Contract for the City of Brenham” (“Addendum”) is made by and between the **City of Brenham** (hereinafter referred to as CITY) and _____ (hereinafter referred to as OPERATOR), in consideration of the mutual undertakings and obligations expressed herein and the “Non-Consent Tow Contract for the City of Brenham” (“Contract”), as an addendum and modification to the existing Contract between the parties and having an effective date of _____, 2023.

SECTION II. DEFINITIONS is modified to read as follows:

- Y. “Towing Company(ies)” means any person, firm or entity owning or operating a Texas licensed wrecker service which has been operating within Washington County for a minimum of twelve (12) months immediately prior to the date the contract is executed. “Towing Company(ies)” as defined herein shall include employees, agents, and drivers. If a person, firm or entity owns an interest in more than one licensed Towing Company, then each and every Towing Company in which the person, firm, or entity owns an interest shall be collectively considered as a single Towing Company for the purpose of position on the CITY’S Rotation Logs.

SECTION XVI. FEES, is modified to read as follows:

Permissible Charges	Regular Tow (0 – 9,999 lbs.)	Medium Tow (10,000-25,000 lbs.)	Heavy Tow (Above 25,00 lbs.)	Notes
Towing	\$260.00 – first hour on scene, per unit	\$350.00 – first hour on scene, per unit	\$600.00 – first hour on scene, per unit	Unit is defined as the registered vehicle (car, truck, trailer, etc.)

This Addendum is agreed to and accepted by both parties to the Contract and shall be effective as of the _____ day of _____, 2023.

CITY OF BRENHAM, TEXAS

OPERATOR:

Carolyn D. Miller, City Manager

Printed Name

Towing Company

NON-CONSENT TOW CONTRACT FOR THE CITY OF BRENHAM

This Non-Consent Tow Contract for the City of Brenham, hereinafter referred to as "Contract," is entered into by and between the City of Brenham, a Texas home rule municipality situated in Washington County, Texas, hereinafter referred to as "CITY," and _____ (which shall include all owners, employees, agents and/or drivers), hereinafter referred to as "OPERATOR," upon the following terms and conditions performable in Washington County, Texas:

SECTION I. PURPOSE

The purpose of this Contract is to establish acceptable standards and criteria for the provision of Towing Services by OPERATOR participating on the CITY'S Rotation Logs; provided, however, nothing herein shall obligate the CITY to use OPERATOR on the Rotation Logs as the sole or exclusive means of providing Towing Services and the CITY reserves the right to control, independently of the provisions of this Contract, Towing Services for any particular situation it deems appropriate. Towing Services procured pursuant to the provisions of this Contract shall be administered by the Brenham Police Department through its representatives, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

SECTION II. DEFINITIONS

For the purposes of this Contract, the following terms and words are defined as follows:

- A. "Abandoned Vehicle", means a motor vehicle as defined in Section 683.002, Texas Transportation Code. An "Abandoned Vehicle" tow request shall occur during "Normal Business Hours" unless the Department determines the "Abandoned Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- B. "Additional time on scene" means any time on scene or at an alternate site, as approved by law enforcement, exceeding one (1) hour (time traveling to or from the scene and time traveling to the storage facility is not included in this definition).
- C. "Call" or "Dispatch" means a request for Towing Services from Washington County 9-1-1 resulting in a Towing Company being required to perform services pursuant to the provisions of this Contract.

- D. "CITY" means the City of Brenham, a Texas home rule municipality situated in Washington County.
- E. "Consent Tow" means a tow of any vehicle initiated by the owner, operator, or person with possession, custody, and control of said vehicle. If the Department notifies Washington County 9-1-1 of Towing Services at the request of an owner, operator, or person with possession, custody, and control of said vehicle, said tow is considered a Consent Tow.
- F. "Department" means the City of Brenham Police Department, its Chief and/or designee(s).
- G. "Disabled Vehicle" means a vehicle, other than an Abandoned Vehicle or Impounded Vehicle, which as a result of an accident or equipment failure, or both, is incapable of safe or legal operation, or both, and is requested or required by the Department to be removed from a public street or alley.
- H. "Day" means a period of twenty-four (24) continuous hours unless otherwise specified.
- I. "Heavy Tow" means a vehicle with a gross vehicle weight of more than 25,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- J. "Holiday(s)" mean New Year's Day, Easter Sunday, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day.
- K. "Impounded Vehicle" means a vehicle, other than an Abandoned Vehicle or Disabled Vehicle, involved in a parking violation, a vehicle whose driver is arrested, or a vehicle which is taken into custody during the investigation of a crime. An Impounded Vehicle is considered a Non-Consent Tow.
- L. "Inclement weather" means unpleasant or harsh weather which creates unsafe or hazardous conditions, including but not limited to freezing conditions, ice, snow, sleet, heavy rain, hail, lightning, tornados, and/or high winds. All determinations regarding whether "inclement weather" conditions exist shall be made by the Department, in its sole discretion.

- M. "Junked Vehicle" means a motor vehicle as defined in Section 683.071, Texas Transportation Code. Junked Vehicles are considered Non-Consent Tows and shall be removed during "Normal Business Hours" unless the Department determines the "Junked Vehicle" should be removed as soon as possible due to safety concerns, such determination being within the sole discretion of the Department.
- N. "Medium Tow" means a vehicle with a gross vehicle weight between 10,000 and 25,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- O. "Motorist Assist" means any service to a motorist whose vehicle has been disabled or rendered unusable. Examples include but are not limited to fixing flat tires, providing gasoline, or gaining entry to locked cars. Motorist Assist does not include towing.
- P. "Non-Consent Tow" means any tow of a vehicle requested by the Department. Signature by the owner, operator, or person with possession, custody, and control of said vehicle on any documents provided by the Towing Company does not constitute a Consent Tow.
- Q. "Normal Business Hours" shall mean the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding Holidays as that term is defined in this Contract.
- R. "Regular Tow" means a vehicle with a gross vehicle weight of less than 10,000 pounds. For the purposes of this Contract, a vehicle's weight shall be determined by the Gross Vehicle Weight Rating indicated by the manufacturer's label on the vehicle itself. If the vehicle does not have a manufacturer's label, then the gross vehicle weight shall be the registered weight of the vehicle.
- S. "Recovery" means the removal or towing of any vehicle(s) involved in an incident or accident.
- T. "Rotation Log" shall mean a sequential list, as maintained by Washington County 9-1-1, of Towing Companies duly qualified and authorized pursuant to the provisions of this Contract to receive and respond to calls from Washington County 9-1-1, when the owner, operator, or person with possession, custody, and control of a vehicle does not or cannot express a preference or consent for such services from a specific Towing Company.
- Rotation Log A will be used for towing services in regard to impounded and disabled vehicles as hereinafter provided

- Rotation Log B will be used for towing services in regard to abandoned vehicles, junked vehicles and motorist assist calls.
- Rotation Log C will be used for all towing services involving "Medium and Heavy Vehicle Tows."

- U. "Shift Supervisor" means a Department employee with a rank of Corporal or above.
- V. "Security Fence" means an enclosure of wood, chain link, iron, concrete or masonry, placed around an area used for storage of vehicles and designed to prevent intrusion and escape, which is at least six feet (6') high, with a gate that is locked at all times when the Towing Company's owners, employees and agents are not present. The Security Fence must be compliant with the Texas Department of Licensing and Regulation (TDLR) regulations governing Vehicle Storage Facilities.
- W. "Time on Scene" means the amount of time beginning when a Towing Company arrives on scene in response to a dispatch to the time the Towing Company has secured the vehicle, cleaned debris, and finished an environmental cleanup. The time driven to and from the scene is not included in "Time on Scene."
- X. "Tow" means the removal of any vehicle(s) that was **not** involved in an incident or accident.
- Y. "Towing Company(ies)" means any person, firm or entity owning or operating a Texas licensed wrecker service which has been operating within Washington County for a minimum of twelve (12) months immediately prior to the date the contract is executed. "Towing Company(ies)" as defined herein shall include employees, agents, and drivers. If a person, firm or entity owns an interest in more than one licensed Towing Company, then each and every Towing Company in which the person, firm, or entity owns an interest shall be collectively considered as a single Towing Company for the purpose of position on the CITY'S Rotation Logs.
- Z. "Towing Service(s)" means any service provided by a Towing Company under the terms of this Contract.

Deleted: , including its employees, agents, and drivers

SECTION III. TERM

This Contract shall be effective for an initial term beginning on the ____ day of _____, 20__ and will automatically terminate on the ____ day of _____, 20___. Thereafter, this Contract shall automatically be renewed on the 1st day of January each year, for a term of one (1) year, under the terms and conditions then in effect, unless otherwise terminated as provided herein.

SECTION IV. CONSIDERATION

In consideration of the CITY'S administration, regulation and operation of the rotation system and the CITY'S permission to participate in non-consent tows within the city limits, and specifically for a place on the applicable Rotation Logs, OPERATOR agrees to pay the CITY an annual fee of two hundred and fifty dollars (\$250.00) for inclusion on the Regular Tow Rotation Log, two hundred and fifty dollars (\$250.00) for inclusion on the Medium Tow Rotation Log and two hundred and fifty dollars (\$250.00) for inclusion on the Heavy Tow Rotation Log.

All payments by OPERATOR to the CITY under this Contract must be mailed or delivered to the Brenham Police Department, ATTN: Non Consent Tow, 1800 Longwood Drive, Brenham, Texas 77833. Payments must be in the form of a check, cashier's check or money order, and must state the following on the face of the check or money order: TOWING SERVICE FOR [year]. Payment is due on or before January 15th of each year. OPERATOR will not be permitted to participate in the CITY's Rotation Logs until payment is received by the CITY.

SECTION V. RULES AND PROCEDURES FOR OPERATOR'S PARTICIPATION ON CITY'S ROTATION LOGS

The following section includes provisions, rules, regulations, and procedures that are applicable to OPERATOR and any Towing Companies who contract with the CITY for a place on the CITY's Rotation Logs. The City Manager, or his designee, shall have the authority to interpret, implement and enforce the terms of this Contract.

A. OPERATION

The following conditions shall govern the conduct of Towing Companies on the Rotation Logs:

- 1) *Washington County 9-1-1 dispatch necessary, exception.* Except for private requests for Towing Services by the owner or operator of a vehicle, or the person who has possession, custody and control of the vehicle, OPERATOR shall not proceed to an incident or accident scene without being called or dispatched.
- 2) *Acknowledgment time period.* OPERATOR must acknowledge receipt of all Washington County 9-1-1 calls/dispatches for Towing Services within five (5) minutes. After the five (5) minute acknowledgment time period has expired, Washington County 9-1-1 shall notify the next Towing Company on the applicable Rotation Log. Failure to acknowledge receipt of a call/dispatch shall forfeit OPERATOR's turn and said call/dispatch will be considered a declined call/dispatch as outlined in this Contract.

- 3) *Interference.* OPERATOR shall not interfere with any law enforcement officer(s) while they are in charge of, or investigating the scene of a motor vehicle accident or other incident requiring Towing Services.
- 4) *Solicitation.* OPERATOR shall not solicit business while on an incident or accident scene.
- 5) *Professional Conduct.* OPERATOR and its owner(s), employees, agents and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, OPERATOR, and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, unprofessional, discourteous, dishonorable, unlawful, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should OPERATOR or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately, and provide OPERATOR written notice of the termination within ten (10) business days of the date of termination.
- 6) *Obedience to traffic laws.* OPERATOR shall obey all state and municipal traffic laws when responding to a request for Towing Services.
- 7) *Submission of telephone numbers.* OPERATOR shall furnish the Department's Administrative Captain and/or designee with one (1) telephone number to be used by Washington County 9-1-1 as a call/dispatch number. Any changes in the aforementioned telephone number shall be immediately transmitted to the Administrative Captain. No pagers or answering machines are permitted as call out/dispatch numbers.
- 8) *Twenty-four-hour service.* OPERATOR shall maintain and be fully capable of providing Towing Services twenty-four hours/day, seven days/week.
- 9) *Availability.* OPERATOR shall not accept a call/dispatch for Towing Services from a Rotation Log unless OPERATOR has a wrecker and the necessary equipment immediately available to perform the services.

- 10) *Response with own wreckers.* OPERATOR shall respond to all incidents or accident scenes with its own wrecker(s) and shall not send another Towing Company in response to a Rotation Log call/dispatch. Any wrecker responding to incidents or accident scenes must have the CITY's Non-Consent Tow Contract decal affixed to the wrecker in the lower right hand corner of the front windshield so that it can be easily viewed by the public and Department personnel.
- 11) *Assistance needed for tow.* If OPERATOR is not capable to perform the required Towing Services or needs additional assistance, OPERATOR may request, with the Department's approval, that another Towing Company from the appropriate Rotation Log be called/dispatched.
- 12) *Response while impaired prohibited.* OPERATOR shall not respond to a dispatch under the influence of alcoholic beverages, controlled substances or otherwise impaired physically or mentally so as to be a danger to self or others, or incapable of performing Towing Services.
- 13) *Proficiency.* OPERATOR shall provide drivers who are proficient and competent in the operation of such wrecker and the securing and movement of towed vehicles, and that are in compliance with the rules and regulations as provided by the Texas Department of Licensing and Regulation (TDLR) and any other State and/or Federal law that may apply to Towing Companies and Towing Services.
- 14) *Reflective wear required.* At all times, OPERATOR shall wear reflective vests, coats or shirts as defined by Federal regulation 23-CFR-634 (ANSI/ISEA 107-2004) while on the scene of any incident or accident scene.
- 15) *Consent Tow Service.* In addition to the Non-Consent Tows, OPERATOR may also be called upon by the CITY to conduct Consent Tows of municipal vehicles, vehicle seizures as directed by the Department, and towing and storage of vehicles needed for evidentiary purposes as directed by the Department.
- 16) All Towing Company vehicles dispatched to an incident or accident scene shall park at least one hundred feet (100') away in a safe position until instructed by the Department to begin the towing process.
- 17) OPERATOR is required to immediately notify Washington County 9-1-1 when Consent Tow services are requested by an owner, operator, or person with possession custody, and control of a vehicle if OPERATOR believes that a criminal act involving said vehicle may have occurred prior to receiving said request for a Consent Tow.

B. ROTATION LOGS

- 1) OPERATOR shall promptly respond to a dispatched incident or accident scene with a wrecker within the time limits provided in Section VIII of this Contract. If OPERATOR is not able to respond, it shall immediately notify Washington County 9-1-1. OPERATOR will be passed over for that call and Washington County 9-1-1 will go to the next Towing Company on the applicable Rotation Log.
- 2) If OPERATOR responds to a dispatch, but renders no Towing Services, the response will not be considered a turn on the applicable Rotation Log and OPERATOR's position will not be forfeited. It is the Department's responsibility to notify Washington County 9-1-1 that no services were rendered.
- 3) OPERATOR must arrive on scene with a wrecker within the time limits provided in Section VIII of this Contract. If OPERATOR does not arrive on the scene on time or if the public health, safety and welfare necessitate more expeditious action, the Department reserves the right to request the services of the next Towing Company on the applicable Rotation Log for that turn. Any Towing Company that is late in responding to dispatches for Towing Services without an acceptable reason may be subject to penalties as provided herein.
- 4) OPERATOR will provide the Department a copy of its annual inspection record(s) as completed by the Texas Department of Licensing and Regulation (TDLR) within thirty (30) calendar days after receipt.
- 5) When emergency conditions necessitate, the CITY reserves the right to request the services of the Towing Company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously, regardless of that Towing Company's position on any Rotation Log. For the purposes of this subsection, the Department will make the determination that emergency conditions exist. If a call/dispatch is made under these circumstances, the Towing Company that would have otherwise been called/dispatched will not forfeit its respective position on the applicable Rotation Logs.
- 6) Upon written request and within ten (10) business days, Washington County 9-1-1 will provide Towing Companies with a monthly report of the rotation call-out activity.

- 7) The Department has the right to inspect any of OPERATOR's equipment at any time to ascertain if it is being properly maintained and that all required equipment is in proper operating order.
- 8) OPERATOR shall have its wrecker(s) and equipment inspected annually by the Department.
- 9) Participation in the Rotation Log system shall be considered personal to OPERATOR. Participation on any Rotation Log shall not constitute a property interest, but is rather a license.
- 10) OPERATOR is permitted only a single position on each Rotation Log regardless of the number of wreckers owned by OPERATOR. If OPERATOR is a parent entity or a subsidiary of another Towing Company, that Towing Company is not entitled to separately contract with the CITY for a position on any of the Rotation Logs.
- 11) If OPERATOR is dispatched from any of the Rotation Logs and declines for any reason, OPERATOR shall forfeit its next turn on the applicable Rotation Log.
- 12) If OPERATOR is dispatched off the Motorist Assist Rotation Log and declines for any reason, OPERATOR will forfeit its next turn on the Regular Rotation Log A (Impounded).

C. PENALTIES

- 1) Violation of any rule, regulation or provision of this Contract, depending on the nature or frequency of the violation(s), is cause for a written warning, suspension or removal of OPERATOR from all Rotation Logs. The Department shall notify OPERATOR in writing of a violation and the applicable penalty.
 - a. Upon receipt of notification of a violation, OPERATOR may, within fifteen (15) calendar days thereof, deliver a written request to the Department for a hearing to be held before the Wrecker Service Contract Review Board, hereinafter referred to as "Review Board." The Review Board shall consist of a representative from the Department, the Chief of Police, a City Council member appointed by the Mayor, and a representative from the local towing industry appointed by the City Manager. The City Manager shall also appoint an alternate representative from the local towing industry who shall serve in the event that there is a conflict of interest with the original representative. The receipt of a timely written request by the Department for a hearing shall stay the penalty pending final disposition unless it is determined by the Chief of Police that it would endanger public safety to allow OPERATOR to continue on the Rotation Logs.

- b. A hearing shall be held within fourteen (14) calendar days after receipt by CITY of a written request. The Department's representative shall notify OPERATOR, in writing, of the time, date, and place of the hearing. Written notification of said hearing must be postmarked at least five (5) business days before the date of the hearing. At such hearing, OPERATOR shall be provided an opportunity to be heard. The Review Board may hear from CITY representatives and others who may have relevant information.
 - c. The Review Board shall render a decision in writing within three (3) business days from the date of the hearing setting forth the reasons for its decision. The Review Board may affirm, modify, or overrule a finding or penalty issued by the Department.
- 2) After a suspension has been ordered, in order to be reinstated to the Rotation Logs after the period of suspension has elapsed, OPERATOR must pay to the CITY a reinstatement fee of two hundred fifty and no/100 dollars (\$250.00). The Department may only reinstate a suspended Towing Company after it has been determined that the Towing Company is in compliance with all regulations and the terms of this Contract, and after the reinstatement fee has been paid.
 - 3) If any violations of the regulations or provisions of this Contract are deemed by the CITY or the Department to be of such nature as to endanger public safety, the Department shall immediately suspend OPERATOR from all Rotation Logs and then provide written notice pursuant to the provisions above.
 - 4) Except as otherwise provided in this Contract, the following penalties shall be assessed for violations of this Contract and prior Non-Consent Tow Contracts with the CITY:

First Violation:	Written Warning
Second Violation:	Forty-five Day Suspension
Third Violation :	One-Year Suspension
Fourth Violation :	Permanent Removal and Termination of Contract

- 5) Penalties for violations involving failure to timely submit quarterly reports in accordance with Section XII(B)(1), failure to arrive on the scene of a dispatched call, charging in excess of the rates established herein or any infraction which jeopardizes the safety of the public, depending upon the severity thereof as determined by the Department, may result in a penalty in a higher class regardless of the number of prior violations up to and including permanent removal without following the above progressive penalty steps. There shall be no written warnings for violations described in this subsection and the minimum penalty for a violation described in this subsection shall be a forty-five (45) day suspension.
- 6) Except as otherwise provided in this Contract, the progressive penalty steps set forth in subsection V(C)(4) shall be used in determining the applicable penalty for violations committed by OPERATOR. In determining the penalty applicable to a violation about which OPERATOR has been notified, violations that were committed more than twelve (12) months prior to the date of the violation under consideration shall not be included in calculating the number of violations committed by OPERATOR.
- 7) OPERATOR will be immediately removed from all Rotation Logs and this Contract terminated if during the term of this Contract, OPERATOR declines a cumulative total of eight (8) calls/dispatches on any and all of the Rotation Logs without prior notification to Washington County 9-1-1 that it is out of service.

SECTION VI. ASSIGNMENT AND SALE

A. ASSIGNMENT

- 1) The rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs, is non-transferable, and are exclusively granted to the undersigned. OPERATOR may not sell, transfer, convey, or assign an ownership or any other interest in OPERATOR's rights, duties, obligations, and privileges under this Contract, including but not limited to a position on any of the Rotation Logs to a Towing Company that has had its position on the Rotation Logs suspended or terminated.

B. SALE

- 1) In the event that OPERATOR sells, transfers, conveys, or assigns its business, the CITY must be given notice of the sale, transfer, conveyance, or assignment within five (5) days or this Contract may be terminated by the City. Delay in exercise of this termination option does not constitute a waiver.

- 2) If notice of a sale, transfer, conveyance, or assignment is properly given to the City, the new Towing Company may apply for reinstatement to the Rotation Logs before the end of the suspension period, but only if the sale, transfer, conveyance, or assignment was the result of a bona fide exchange of a majority of the assets of the business for a reasonable consideration. All documents demonstrating the same, including but not limited to the contract for sale and any filings with the Texas Secretary of State, must be provided to the Department's representative.

SECTION VII. AUTHORIZED PERSONS

OPERATOR hereby agrees to provide Towing Services when requested by the Department on behalf of any CITY organization for the towing and storage of junked, abandoned, impounded and disabled vehicles as those terms are defined herein. Only response to requests for Towing Services received from Washington County 9-1-1 are authorized under this Contract and response to requests from any other source may subject OPERATOR to penalties as provided in Section V of this Contract.

SECTION VIII. RESPONSE TIME

OPERATOR agrees to respond promptly to any and all requests made by the Department through Washington County 9-1-1. In this section, "promptly" shall mean within twenty (20) minutes between the hours of 6:00 a.m. and 10:00 p.m. and thirty (30) minutes between the hours of 10:01 p.m. and 5:59 a.m. provided, however, if OPERATOR notifies Washington County 9-1-1 of a delay not attributable to OPERATOR (e.g. traffic near the scene, inclement weather, etc.) and of a reasonable time of arrival on the scene, OPERATOR may be allowed fifteen (15) additional minutes to arrive.

SECTION IX. EQUIPMENT AND PERSONNEL

OPERATOR must own or lease adequate equipment and vehicles to perform all the requirements of this Contract. OPERATOR shall provide experienced, trained, properly licensed, qualified, and trustworthy personnel to safely and expediently operate the equipment and vehicles in performing work under this Contract. OPERATOR shall be responsible for and in sole control of the acts and omissions of said personnel.

SECTION X. SUPERVISORY RELEASE WITHOUT COST

OPERATOR shall release any vehicle towed pursuant to this Contract without charge if requested to do so in writing by the Chief of Police or Department personnel with the rank of Captain.

SECTION XI. VEHICLE STORAGE FACILITY

A. STORAGE REQUIRED

- 1) OPERATOR shall provide licensed storage facilities and a primary place of business within Washington County, Texas. The vehicle storage facility shall meet the requirements of state law and any applicable County regulations regarding vehicle storage facilities.
- 2) OPERATOR shall meet all requirements of both State and Federal law regarding the towing and storage of vehicles carrying material classified as "Hazardous in Nature".

B. SECURITY

- 1) Every storage facility shall be adequately secured against theft and vandalism and have Security Fencing. OPERATOR will be responsible for each vehicle and its contents while in its care, custody and control. The storage facility premises and office area must be kept clean and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of three feet (3') on the side of each vehicle to allow for access to the interior of the vehicle in order to check the vehicle's identification numbers.

C. ALTERNATIVE STORAGE

- 1) All vehicles towed by OPERATOR pursuant to this Contract shall be taken to OPERATOR's storage facility, unless the owner, operator, or person with possession, custody, and control of said vehicle authorizes in writing that the vehicle be taken to another location. It is sufficient that the other location is written on the OPERATOR towing receipt or ticket at the scene. The location requested by an owner, operator, or person with possession, custody, and control of said vehicle **does not** constitute a Consent Tow; therefore, all charges will be applicable to a Non-Consent Tow pursuant to this Contract.

SECTION XII. RECORDS

A. RETENTION

- 1) OPERATOR shall maintain during the term of this Contract, and for three (3) years following the expiration or termination of this Contract, complete and accurate copies of all books, records, receipts and tickets generated under or related to this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at OPERATOR's place of business during normal business hours for inspection, copying and auditing. Failure to maintain the records described above or failure to provide access to the records will be a basis for termination of this Contract. Audits shall be performed by the CITY on an as needed basis solely determined by the CITY.

B. QUARTERLY REPORTS

- 1) OPERATOR shall submit quarterly reports to the Brenham Police Department, ATTN: Non Consent Tow, 1800 Longwood Drive, Brenham, Texas 77833. The reports must include a cover page and copies of all the invoices, and supporting documents, for non-consent tows from the preceding calendar quarter. The cover page shall contain the total amount of all fees charged pursuant to this Contract, the number of non-consent tows conducted pursuant to this Contract, the number of motorist assists performed pursuant to this Contract, and the number of vehicles towed pursuant to this Contract that remain unclaimed. These reports are due by January 10th, April 10th, July 10th and October 10th. If one or more quarterly reports are not timely or properly submitted to the Brenham Police Department, such failure constitutes a violation of this Contract and the CITY may assess penalties against OPERATOR as provided in Section V(C).

SECTION XIII. NOTICES AND AUCTION

Vehicles which are left at OPERATOR's storage facility for more than ten (10) days after notice is sent by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Subchapter C of Chapter 683, Texas Transportation Code, shall be disposed of according to the provisions of such statute, as amended. OPERATOR shall dispose of junked vehicles according to state law and shall retain the proceeds of such disposal as provided by law.

SECTION XIV. CITY EXEMPT

CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges for non-consent tows requested by the Department and incurred as a result of this Contract. OPERATOR's sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. An exception exists if the Department request towing services for evidentiary purposes under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY a one-time fee of one hundred dollars (\$100.00), per investigation, for Regular Tows requested by the Department in order to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY a one-time fee of one hundred fifty dollars (\$150.00), per investigation, for Medium or Heavy Tows requested by the Department to properly secure a vehicle for evidentiary purposes as authorized under Article 18.23 of the Texas Code of Criminal Procedure.

OPERATOR may charge the CITY no more than one hundred dollars (\$100.00) per occurrence for Regular Tows and storage of any CITY owned vehicle.

OPERATOR may charge the CITY no more than one hundred fifty dollars (\$150.00) per occurrence for Medium or Heavy Tows and of any CITY owned vehicle.

SECTION XV. INDEMNITY

OPERATOR, INCLUDING ITS OWNERS, OFFICERS, PARTNERS, MANAGERS, HEIRS, ASSIGNS, AND SUCCESSORS, AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, ATTORNEY'S FEES, AND INTEREST, RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS, AND/OR PROPERTY DAMAGE BY WHOMSOEVER SUFFERED, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR, ITS OWNERS, PARTNERS, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, WORKMEN, AND OTHER PERSONS USED BY IT OR OTHERWISE UNDER ITS DIRECTION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

SECTION XVI. FEES

OPERATOR shall neither charge nor attempt to collect any other fees or charges of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicles except those fees authorized by this Contract. Any additional services and their associated fees specifically authorized in writing by the scene commander or the on-scene supervisor will be considered as authorized fees. Storage charges shall cease when a properly completed request for release is made.

All DEPARTMENT initiated requests for Towing Services shall be considered Non-Consent tows pursuant to the terms of this Contract. The signature of an owner, operator, or person with possession, custody, and control of said vehicle on any documents or forms provided by OPERATOR does not constitute said tow as a Consent Tow.

The following are the maximum fees OPERATOR can charge for any vehicle or service under this Contract:

Permissible Charges	Regular Tow (0 – 9,999 lbs.)	Medium Tow (10,000 – 25,000 lbs.)	Heavy Tow (Above 25,000 lbs.)	Notes
Towing	\$260.00 – first hour on scene, per unit	\$350.00 – first hour on scene, per unit	\$600.00 – first hour on scene, per unit	Unit is defined as the registered vehicle (car, truck, trailer, etc.)
Additional time on scene or at another site as approved by law enforcement	\$50.00 – per 30 minutes, per wrecker in excess of the first hour	\$75.00 – per 30 minutes, per wrecker in excess of the first hour	\$175.00 – per 30 minutes, per wrecker in excess of the first hour	Time is calculated as defined for “Time at Scene”. This does not include the time traveling to and from the scene. At every accident, OPERATOR and/or their employees must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
Winching	\$100.00 – flat fee per wrecker	\$175.00 – flat fee per wrecker	See separate fee schedule for Heavy Tows	Winching charges apply to off road recoveries only. This fee may not be charged to pull apart vehicles involved in an incident or accident.

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Up-righting	\$50.00 flat fee	\$200.00 flat fee	See separate fee schedule for Heavy Tows	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department.
Additional wrecker fee	\$100.00 per wrecker utilized at scene	\$150.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department.
Additional Truck and Trailer for clean-up	\$75.00 – per wrecker utilized at scene	\$75.00 per wrecker utilized at scene	See separate fee schedule for Heavy Tows	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department.
Storage Fee	Not to exceed State allowable	Not to exceed State allowable.	Not to exceed State allowable.	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight. Also, does not apply to additional wreckers or additional truck and trailer.
Mileage Fee <i>A mileage fee may only be charged in special circumstances such as a pursuit</i>	\$4.00 per mile <i>Initiated in Brenham and stops in Chappell Hill, mileage may then be charged from</i>	\$5.00 per mile <i>The city limits of Brenham to the location where the pursuit ended,</i>	\$7.00 per mile <i>And then the mileage back to the city limits.</i>	Starts and ends at City limit line (outbound and inbound). There is no mileage allowance for a point-to-point tow within the City.
Impoundment Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	
Certified Letter Fee	Not to exceed State allowable	Not to exceed State allowable	Not to exceed State allowable	

Motorist Assist	Not more than \$65.00 flat fee	Not more than \$75.00 flat fee	Not more than \$125.00 flat fee	Motorist Assist fees will be waived if towing services are required.
Extra Person	\$35.00 per 30 minutes	\$35.00 – per 30 minutes	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department. Also, does not apply to additional wreckers or additional truck and trailer.
Tractor/Forklift/Skid Steer Fee	\$150.00 flat fee	\$350.00 – flat fee	See separate fee schedule for Heavy Tows.	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department.
Tie-up Axle	N/A	\$100.00 – flat fee	N/A	Any additional equipment/charges/ personnel must have been utilized at scene with prior approval from the Department.
Inclement Weather	\$25.00 - flat fee	\$25.00 – flat fee	See separate fee schedule for Heavy Tows	Approved by the Department
Holidays	\$25.00 – flat fee	\$25.00 – flat fee	*See separate fee schedule for Heavy Tows	Approved by the Department

Fees for Heavy Tows and Recoveries	Price Per Pound	Empty	Loaded
Contained Recovery/Winching	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Salvage/Debris Recovery	3 cents	N/A	Manifest weight
Inclement Weather (as approved by the Department)	1 cent	Registered gross weight of the vehicle	Manifest weight
Holidays	1 cent	Registered gross weight of the vehicle	Manifest weight
Rollover/Up-righting	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Embankment or inclines	1 cent	Registered gross weight of the vehicle	Manifest weight
Back door open – unloading	2.5 cents	Registered gross weight of the vehicle	Manifest weight
Suspension Damage	4 cents	Registered gross weight of the vehicle	Manifest weight

Fees for additional trucks or drivers may only be charged if approval for additional truck or driver is obtained, in advance, by the Department. The term “loaded trailer” includes flatbeds, van trailers, and oversized loads put on axles. The determination of whether a trailer is a “loaded trailer” will be made by the Department.

SECTION XVII. INQUIRIES

On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for services rendered under this Contract, OPERATOR shall notify customers of the fees specified in Section XVI of this Contract and, the mailing address for the Department’s Administrative Captain, 1800 Longwood Drive, Brenham, TX 77833 and telephone number (979) 337 – 7337 for purpose of directing questions regarding fees or services.

OPERATOR shall give customers an itemized receipt that reflects the services and fees as specified above. This notice must be pre-printed on the forms used by OPERATOR or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in Times New Roman font of not less than ten (10) points. A notice containing this same information shall also be posted on a sign prominently displayed to the public at the place of payment, in letters at least one inch (1”) high, with a contrasting background. This sign shall be posted within fifteen (15) calendar days after Contract is executed.

SECTION XVIII. LEGAL COMPLIANCE

OPERATOR shall comply with all provisions of Federal and Texas laws and regulations and the applicable sections of the Brenham Municipal Code (specifically including but not limited to, Title 16 Part 4 Chapter 85 "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupation Code) and all other laws and regulations regarding the licensing and registration of tow vehicles. Additionally, when removing a wrecked or damaged vehicle from a street or public right-of-way OPERATOR must pick up and remove broken glass and debris from the street or public right-of-way and properly dispose of it at the storage facility. Failure to comply with this paragraph is grounds for a penalty in accordance with Section V of this Contract.

SECTION XIX. COMPLAINTS AND OVERCHARGES

Complaints concerning OPERATOR's performance of this Contract received by the CITY shall be forwarded to and promptly investigated by OPERATOR and a satisfactory written explanation made to CITY within five (5) business days after the date OPERATOR is notified verbally and/or in writing of the complaint by the CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. OPERATOR's failure to timely investigate or to promptly correct errors, overcharges or complaints shall constitute a breach of this Contract and authorize CITY to penalize OPERATOR as provided in Section V of this Contract. Overcharges for towing or storage or both shall be promptly refunded. When a complaint is initiated, all charges will stop until such time as the complaint has been resolved in writing and signed by all parties involved. All complaints by the public, or other Towing Companies, must be received in writing by the CITY. Oral complaints will not be acted upon in any way. A complaint form will be provided by the CITY.

SECTION XX. VEHICLE RELEASE

OPERATOR shall release vehicles in its custody twenty-four (24) hours per day. Vehicles must be released within one (1) hour of a request. OPERATOR shall release personal property during normal business hours free of charge.

SECTION XXI. POLICE HOLD

OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle to be impounded and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub OPERATOR will ensure that any law enforcement hold has been canceled. Holds may only be placed by a Department officer with the rank of Sergeant or above and must be in writing. The CITY is not responsible for additional storage fees that are the result of an improperly placed law enforcement hold.

SECTION XXII. INSURANCE

OPERATOR shall provide insurance coverage in amounts that are at minimum in compliance with State and Federal law, prior to the execution of this Contract and maintain such coverage, without interruption for the full term of this Contract. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the Brenham Police Department of the CITY prior to the execution of this Contract. The policy must list the City of Brenham as an "additional insured" and require the company to give CITY forty-five (45) days advance notice of non-renewal, cancellation or other material changes by the carrier.

SECTION XXIII. SAVINGS

In case of 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION XXIV. TERMINATION

Either party shall have the right to terminate this Contract, without cause, upon thirty (30) days written notice.

SECTION XXV. NOTICES

Notices required by this Contract shall be deemed delivered upon the earlier of: 1) three (3) days after the notice is deposited in the U.S. mail properly addressed and with sufficient postage; or 2) upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be delivered by a commercial carrier/delivery service or mailed by certified or registered U.S. mail, return receipt requested, as follows:

CITY OF BRENHAM:	Brenham Police Department
	ATTN: Non Consent Tow
	1800 Longwood Drive
	Brenham TX 77833

TOWING COMPANY:

Company Name: _____

Attn: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cellular: _____

Fax: _____ E-Mail: _____

SECTION XXVI. WAIVER OR AMENDMENT AND ESTOPPEL

Waiver, alteration, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions. The terms of this Contract are exclusively applicable to OPERATOR and the CITY and it is the intent of the parties that no third parties are intended beneficiaries of this Contract.

SECTION XXVII. INDEPENDENT CONTRACTOR

The parties intend that the relationship created between them by this Contract shall be that of CITY and independent contractor. No owner, agent, employee, or sub-operator of OPERATOR shall be or shall be deemed to be the employee, agent or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are under the sole control of OPERATOR. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or sub-operators of OPERATOR.

SECTION XXVIII. SECTION TITLES

The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

SECTION XXIX. GOVERNING LAW

The validity and interpretation of any of the terms and provisions of this Contract or of the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any action arising out of this Contract shall be filed in any appropriate Court having jurisdiction in Washington County, Texas.

Executed on this the _____ day of _____, 20_____.

CITY OF BRENHAM

OPERATOR

Carolyn D. Miller
City Manager

Title: _____

ATTEST:

Jeanna Bellinger
City Secretary



Regular City Council
AGENDA ITEM 17.

Agenda Item: Discuss and Possibly Act Upon the Appointment of Nine Members (Places 1 Through 9) to Serve on the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of Two Years Beginning January 1, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

In 2019 the full City Council was appointed to serve on the TIRZ Board in Places 1-7, BCDC Board member Gary Crocker was appointed to Place 8 and Main Street Board member Tom Whitehead was appointed to Place 9. All of these appointments expired on December 31, 2022. This item is to reappoint the same nine members for a term of 2 years, expiring on December 31, 2024.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the appointment of the Mayor and all Councilmembers (Wards 1 through 4 and At Large Places 5 and 6) to Places 1-7, and Gary Crocker to Place 8 and Tom Whitehead to Place 9 of the Tax Increment Reinvestment Zone No. 1 Board for a period of two years beginning on January 1, 2023 and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 18.

Agenda Item: Discuss and Possibly Act Upon the Appointment of a Board Member to Serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of One Year Beginning January 1, 2023 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

When the TIRZ Board was created in 2018 it allowed for the appointment of nine members with the member appointed to Place 1 also being appointed as Chairman of the TIRZ Board, for a term of one year. At that time, Mayor Tate was appointed by Council to Place 1, and has served as Chairman of the Board ever since.

This agenda item is to appoint a Chairman for the TIRZ Board to serve for calendar year 2024. The Council can appoint any member of the TIRZ Board to serve as Chairman.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the appointment of a Board Member to serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a period of one year beginning January 1, 2023 and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 20.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.



Regular City Council
AGENDA ITEM 21.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Aviators Plus, LLC v. City of Brenham, Texas; Cause No. 37896; 21st Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 22.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Lake Somerville Raw Water Intake Structure, the Federal Emergency Management Agency, and Associated Matters

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 23.

Agenda Item: **Section 551.074 - Texas Government Code - Personnel Matters - Annual Evaluation of the City Manager and Associated Matters**

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

To be discussed in Executive Session

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action - Executive Session discussion only.



Regular City Council
AGENDA ITEM 24.

Agenda Item: Discuss and Possibly Act Upon the Annual Evaluation of the City Manager and Associated Matters and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 19, 2023

Department: Administration

Staff Contact: Carey Bovey

SUMMARY STATEMENT:

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.