



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 10, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Wright**
- 3. Service Recognitions**
 - **Kyle Moudry, Water Construction** **5 Years**
 - **Eliborio Villarreal, Street** **15 Years**
 - **Gary Marburger, Gas** **20 Years**
 - **Johnny Randermann, Water Treatment** **30 Years**
- 4. Citizens Comments**

CONSENT AGENDA

5. 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.

5-a. Minutes from the December 6, 2018 Special City Council Meeting **Pages 1-4**

5-b. Ordinance No. O-19-001 on Its Second Reading Authorizing the Placement of a Stop Sign on Center Street at Its Intersection with Crockett Street **Page 5**

5-c. Ordinance No. O-19-002 on Its Second Reading Authorizing the Placement of a Stop Sign on Duprie Drive at Its Intersection with Stephanie Street **Page 6**

5-d. Ordinance No. O-19-003 on Its Second Reading Authorizing the Placement of a Stop Sign on Hosea Street at Its Intersection with Riggs Street **Page 7**

5-e. Ordinance No. O-19-004 on Its Second Reading for the Abandonment of a Portion of Salley Street **Pages 8-11**

5-f. Acceptance of a Donation from The Andrus Foundation in the Amount of \$25,000.00 for the City of Brenham Police Department **Page 12**

5-g. Approve an Addendum to and Modification of the Visitors Center Lease Agreement Between the City of Brenham and Simon Theater Master Tenant, LLC and Authorize the Mayor to Execute Any Necessary Documentation **Pages 13-15**

WORK SESSION

- 6. Presentation and Discussion on the City of Brenham's Sign Ordinance** **Page 16**
- 7. Presentation and Discussion Regarding Revisions to the City of Brenham Human Resources Policy Manual** **Pages 17-19**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Resolution No. R-19-001 Authorizing the Giving of Notice of Intention to Issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019; and Declaring an Effective Date** **Pages 20-24**
- 9. Discuss and Possibly Act Upon Change Order No. 1 to the Contract with Kraftsman Commercial Playgrounds & Water Parks for Playground Equipment at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 25-31**
- 10. Discuss and Possibly Act Upon Resolution No. R-19-002 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department** **Pages 32-35**
- 11. Discuss and Possibly Act Upon the Fitness Passport Service Agreement between the City of Brenham and United Healthcare Optum Health Care Solutions, LLC Related to a Fitness Program and Facility Partnership at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 36-49**
- 12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Recycling Center and Collection Station Rates** **Pages 50-54**
- 13. Discuss and Possibly Act Upon the Purchase of a Bucket Truck for the Electric Department Using Sourcewell Cooperative Contract Number 042815-TER and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 55-64**

14. **Discuss and Possibly Act Upon the Purchase of a Brush Chipper for the Electric Department Through Buyboard Local Government Purchasing Cooperative Contract Number 515-16 and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 65-67**
15. **Discuss and Possibly Act Upon an Order Calling a General Election on May 4, 2019 for the Purpose of Electing One Mayor; One Council Member for Place 2 – Ward 2; and One Council Member for Place 4 – Ward 4, Each for Four (4) Year Terms** **Pages 68-72**
Discutir y posiblemente actuar por una orden exigiendo Elecciones Generales el 4 de mayo de 2019 con el propósito de la elección de un alcalde, un miembro de consejo para Lugar 2 – Distrito Electoral 2, y un miembro de consejo para Lugar 4 – Distrito Electoral 4, cada uno para términos de cuatro (4) años.
16. **Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 4, 2019 General Election and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 73-79**
17. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 4, 2019 General Election and Authorize the Mayor to Execute Any Necessary Documentation** **Pages 80-83**

EXECUTIVE SESSION

18. **Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project BK Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations** **Page 84**
19. **Section 551.072 – Texas Government Code – Real Property – Discuss and Deliberate the Purchase of Real Property in the Downtown Area for Future Municipal Improvements** **Page 85**
20. **Section 551.074 – Texas Government Code – Personnel Matters – Discuss and Deliberate City Manager’s Employment Agreement and Related Issues** **Page 86**

RE-OPEN REGULAR AGENDA

21. **Discuss and Possibly Act Upon a Chapter 380 Development Agreement Regarding Project BK and Authorize the Mayor to Execute Any Necessary Documentation**
Page 87
22. **Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Negotiate and Execute Any Necessary Documentation**
Page 88
23. **Discuss and Possibly Act Upon the City Manager's Employment Agreement and Related Issues and Authorize the Mayor to Execute Any Necessary Documentation**
Page 89
24. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the January 10, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on January 7, 2019 at **12:30 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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 _____, 2019 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A special meeting of the Brenham City Council, the City of Brenham Planning and Zoning Commission and the City of Brenham Board of Adjustments was held on December 6, 2018 beginning at 11:00 a.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

City of Brenham City Council Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Danny Goss
Councilmember Keith Herring

Members absent:

Councilmember Albert Wright

City of Brenham Planning & Zoning Commission Members present:

Chairman Nancy Low
Dr. Deanna Alfred
Keith Behrens
Leroy Jefferson
Lynette Sheffield
Marcus Wamble

Members absent:

Calvin Kossie

City of Brenham Board of Adjustment Members present:

Chairman Arlen Thielemann
Jon Hodde
Thomas Painter
Jarvis Van Dyke – Alternate
Clint Kolby - Alternate

Members absent:

Johanna Fatheree
Malisa Hampton
Richard Heiges – Alternate
John Pledger - Alternate

Others present:

City Manager James Fisher, City Attorney Luke Cochran, City Secretary Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager of Public Utilities Lowell Ogle, Director of Tourism and Marketing Jennifer Eckermann, Fire Marshal Brent Sauble, Police Chief Allwin Barrow, Public Works Director Dane Rau, Development Services Director Lori Sanguedolce, Assistant Director of Development Services Stephanie Doland, and Kim Hodde

Citizens present:

None

Media Present:

Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Mayor Milton Tate**

WORK SESSION

3. **Discussion and Presentation Regarding the City of Brenham's Comprehensive Plan, Including But Not Limited to the City's Existing Comprehensive Plan, the Development and Preparation of an Updated/New Comprehensive Plan and the Process Related Thereto, and Associated Matters**

Assistant Director of Development Services Stephanie Doland presented this item and explained that this joint meeting is the first step in the process of updating the City's Comprehensive Plan. Doland introduced Gary Mitchell and Meredith Dang with Kendig Keast Collaborative (KKC) and explained that their job would be to lead a discussion to highlight the special characteristics of Brenham, evaluate major community accomplishments, and assess current and future opportunities and challenges.

Mitchell and Dang asked the group to provide feedback on the following:

- Ways in which Brenham is the same/different since 10 years ago
- Major community accomplishments over the last 10 years
- Things considered by the City but did not accomplish
- Community growth and demographic trends
- Land use and development/redevelopment
- Transportation
- Capital projects (streets, infrastructure, facilities, etc..)
- Recreation and amenities
- Housing development and affordability
- Existing development policies and regulations
- Physical characteristics of Brenham
- Difficult community issues

After further discussion with the City Council and Board Members, the following issues were highlighted as things to be considered when preparing the Comprehensive Plan:

- City's water supply
- Maintain the small town feel and atmosphere
- "Smart" growth and development
- Beautification and preservation of history
- Airport
- Public transportation and traffic issues
- Industrial/retail growth
- Electrical service area
- Technology
- Affordable housing
- Possible growth and expansion of Blinn College
- Additional regulations in the City's extraterritorial jurisdiction (ETJ)
- Strong schools to provide good education for our children

Dang led a discussion on the definition of "*small town feel*". They asked the members in attendance to define what "*small town feel*" means to them. The members defined it as:

- Sense of loyalty
- Downtown and community events
- Volunteerism
- Pride/Ownership
- Safety and quality of life (restaurants, schools, etc..)
- Knowing your neighbors

Dang advised that all of these items give them many things to consider while working on the City's Comprehensive Plan. Dang stated that all of these and some new things will be discussed in more detail at the upcoming Town Hall Meeting on January 10, 2019.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-001

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

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

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

Section 1. That there shall be established and installed one (1) stop sign on Center Street regulating northbound vehicular traffic, at its intersection with Crockett Street.

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

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

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

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

PASSED and APPROVED on its first reading this the 20th day of December, 2018.

PASSED and APPROVED on its second reading this the 10th day of January, 2019.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-002

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

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

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

Section 1. That there shall be established and installed one (1) stop sign on Duprie Drive regulating eastbound vehicular traffic, at its intersection with Stephanie Street.

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

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

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

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

PASSED and APPROVED on its first reading this the 20th day of December, 2018.

PASSED and APPROVED on its second reading this the 10th day of January, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-003

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

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

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

Section 1. That there shall be established and installed one (1) stop sign on Hosea St. regulating southbound vehicular traffic, at its intersection with Riggs St.

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

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

Section3. That any person, firm or corporation, violating Section 2 hereof, shall be fined a sum of not less than \$1.00 and not more than \$200.00, plus applicable court costs.

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

PASSED and APPROVED on its first reading this the 20th day of December, 2018.

PASSED and APPROVED on its second reading this the 10th day of January, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-004

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A 0.10 ACRE PORTION OF THE SALLEY STREET RIGHT-OF-WAY, KEY'S 2ND ADDITION (UNRECORDED), BOUNDED ON THE NORTH BY DAWSON STREET, BOUNDED ON THE EAST BY THE COREY HARMON CALLED 0.247 ACRE TRACT, BOUNDED ON THE SOUTH BY PECAN STREET, AND BEING BOUNDED ON THE WEST BY THE STEVEN BORGSTEDTE AND OLIVIA GOERLITZ CALLED 0.5928 ACRE TRACT, SITUATED IN BRENHAM, WASHINGTON COUNTY, TEXAS, OUT OF THE A. HARRINGTON SURVEY, ABSTRACT NO. 55

WHEREAS, the City of Brenham has ownership of the Salley Street right-of-way bounded on the north by Dawson Street, bounded on the east by the Corey Harmon called 0.247 acre tract, bounded on the south by Pecan Street, and being bounded on the west by the Steven Borgstedte and Olivia Goerlitz called 0.5928 acre tract, situated in Brenham Washington County, Texas, out of the A. Harrington Survey, Abstract No. 55; and

WHEREAS, an adjoining property owner has requested the abandonment and closing of a portion of the Salley Street right-of-way; and

WHEREAS, the adjoining property owner requesting the abandonment of a portion of Salley Street owns an adjoining 0.247 acre tract more fully described in a deed to Corey Harmon dated July 27, 2012, recorded in Volume 1408, Page 668, Official Records of Washington County, Texas; and

WHEREAS, the abandonment and closing of the portion of the Salley Street right-of-way as shown on Exhibit "A", attached hereto and incorporated herein for all purposes, will not create an undue burden on traffic; and

WHEREAS, the City of Brenham has no need or use for the portion of Salley Street as shown on Exhibit "A" as a public thoroughfare, and said portion of the Salley Street right-of-way remains undeveloped, unimproved and unused; and

WHEREAS, the City Council of the City of Brenham desires to abandon and close the portion of the Salley Street right-of-way as shown on Exhibit "A" as a public thoroughfare, said closure and abandonment being in the best interest of the citizens of Brenham;

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

SECTION I.

That the portion of the Salley Street right-of-way as shown on Exhibit “A” is hereby abandoned and closed as a public thoroughfare.

SECTION II.

This street right-of-way to be closed and abandoned is currently undeveloped and unimproved, and any existing or future maintenance by the City of Brenham will cease.

SECTION III.

The Mayor of the City of Brenham is hereby authorized to execute any documents necessary for the conveyance of the portion of the Salley Street right-of-way as shown on Exhibit “A”, attached hereto and incorporated herein for all purposes, to the adjoining property owners.

SECTION IV.

This Ordinance shall take full force and effect immediately from and after its passage and approval on second reading and approval by the Planning and Zoning Commission of a replat of the abandoned right-of-way parcels into conforming lots.

PASSED and **APPROVED** on its first reading this the 20th day of December, 2018.

PASSED and **APPROVED** on its second reading this the 10th day of January, 2019.

Milton Y. Tate
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Exhibit "A"

METES AND BOUNDS DESCRIPTION

STATE OF TEXAS
COUNTY OF WASHINGTON

Being a 0.10 acre tract of land out of the A. Harrington Survey, Abstract No. 55, Washington County, Texas, and being a portion of Salley Street, Key's Second Addition, an unrecorded subdivision located in the City of Brenham, Washington County, Texas, said 0.10 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 3/8 inch iron rod found at the southeast corner of the above mentioned Salley Street tract, same being the southwest corner of a called 0.247 acre tract of land described to Corey Harmon (1408/668), located on the north line of Pecan Street for the southeast corner of this;

THENCE along the south line of said Salley Street tract, with the north line of Pecan Street, S 69°58'56" W a distance of 19.05 feet to a 3/8 inch iron rod found at the southwest corner of said Salley Street tract, same being the southeast corner of a called 0.5928 acre tract of land described to Steven Borgstedte and Olivia Goerlitz (1462/887), located on the north line of Pecan Street for the southwest corner of this;

THENCE departing Pecan Street along the west line of said Salley Street tract, common boundary with said 0.5928 acre tract, N 15°15'47" W a distance of 232.03 feet to a 1/2 inch iron rod with yellow cap set on the west line of said Salley Street tract at it's intersection with the south line of Dawson Street, located on the east line of said 0.5928 acre for the northwest corner of this;

THENCE crossing said Salley Street tract, along the south line of Dawson Street, N 72°28'14" E a distance of 19.94 feet to a 1 inch iron pipe found on the east line of said Salley Street tract, located on south line of Dawson Street, at the northwest corner of said 0.247 acre tract, for the northeast corner of this;

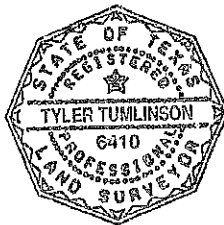
THENCE along the east line of said Salley Street tract, common boundary with said 0.247 acre tract, S 15°01'49" E a distance of 231.24 feet to the **POINT OF BEGINNING**.

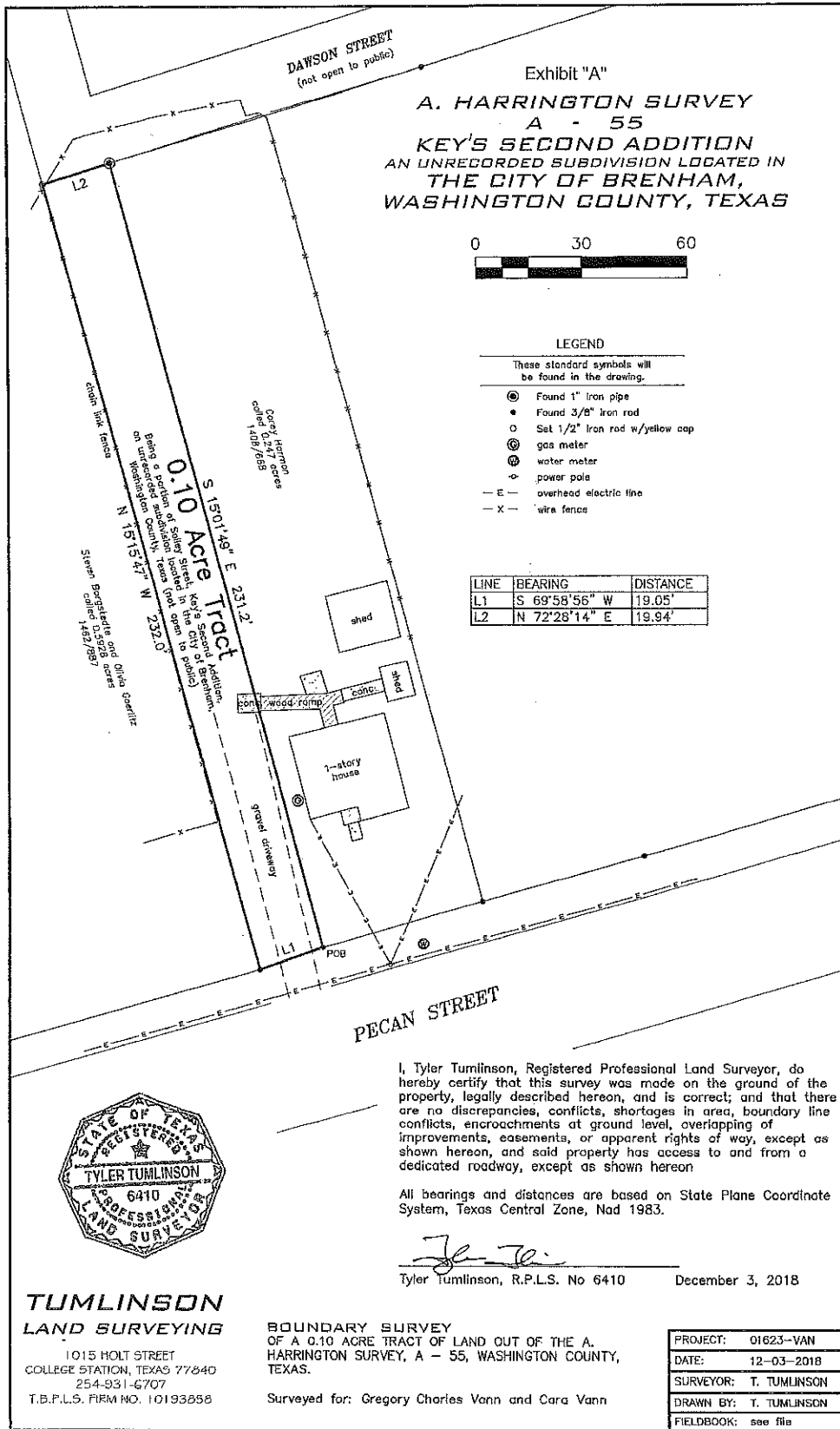
All bearings and distances are based on the State Plane Coordinate System, Texas Central Zone, NAD 1983.

This description to accompany a plat of like date representing an on the ground survey supervised by me Tyler Tumlinson, Registered Professional Land Surveyor.

December 3, 2018


Tyler Tumlinson
RPLS No. 6410
Firm #10193858
01623-VAN







MEMORANDUM

To: City Council

From: Allwin Barrow, Chief of Police

Subject: Acceptance of Donation from Andras Foundation

Date: December 18, 2018

On December 16, 2018, the Andras Foundation presented the Brenham Police Department with a \$25,000 donation to assist with training and equipment costs. Because this donation exceeds the acceptance level of the City Manager, it will need to be formally accepted by City Council. The donation will be placed in the Donations fund and used for law enforcement training and/or equipment needs, as designated by the Foundation.

**ADDENDUM TO AND MODIFICATION OF
LEASE AGREEMENT**

**SIMON THEATER MASTER TENANT, LLC, a Texas limited liability company
LANDLORD**

and

**CITY OF BRENHAM, a Texas home-rule municipal corporation
TENANT**

**STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §**

This “Addendum to and Modification of Lease Agreement” (the “Addendum”) between Simon Theater Master Tenant, LLC, a Texas limited liability company (the “LANDLORD”) and the City of Brenham, a Texas home-rule municipal corporation (the “TENANT”) amends the “Lease Agreement” between the LANDLORD and TENANT dated September 25, 2018 and commencing October 1, 2018 (the “Lease”), for the purpose of adding 446 square feet to the “Leased Premises” in consideration of the mutual undertakings and obligations expressed herein and in the Lease, as an addendum to and modification of the Lease.

1. Paragraph 1(a) of the Lease, definition of “Leased Premises,” is modified to read as follows:

a) “Leased Premises” - the office and retail space in the City of Brenham, Texas, as located at 111 and 115 West Main Street and shown on the attached Exhibit “A”. Certain areas marked “Common Area” will be shared by Tenant with other tenants of the premises.

2. Paragraph 1(d)(ii) of the Lease, “Rent,” is modified to read as follows:

b) “Rent” -

...

(ii) Tenant will pay to Landlord the sum of One Thousand Six Hundred Ninety-Four and No/100 Dollars (\$1,694.00) per month as rent for the Leased Premises.

3. Exhibit “A” – Diagram of the Leased Premises, referenced in Paragraph 23 of the Lease, is replaced in its entirety with the Exhibit “A” attached to this Addendum, and said Exhibit “A” attached hereto is incorporated herein for all pertinent purposes.

This Addendum shall be effective as of October 1, 2018, and shall prevail over any provision or term contained in the Lease dated September 25, 2018 (and commencing October 1, 2018), and any other agreement between the LANDLORD and TENANT, to the extent said instruments may be inconsistent with the terms of this Addendum. Except as expressly amended by this Addendum, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, LANDLORD and TENANT hereby enter into this Addendum to be effective on October 1, 2018.

LANDLORD:

SIMON THEATER MASTER TENANT, LLC, a
Texas limited liability company

By:

Name: R. Hal Moorman
Title: President

Date: _____

TENANT:

CITY OF BRENHAM, a Texas home rule
municipal corporation

By:

Name: Milton Y. Tate, Jr.
Title: Mayor

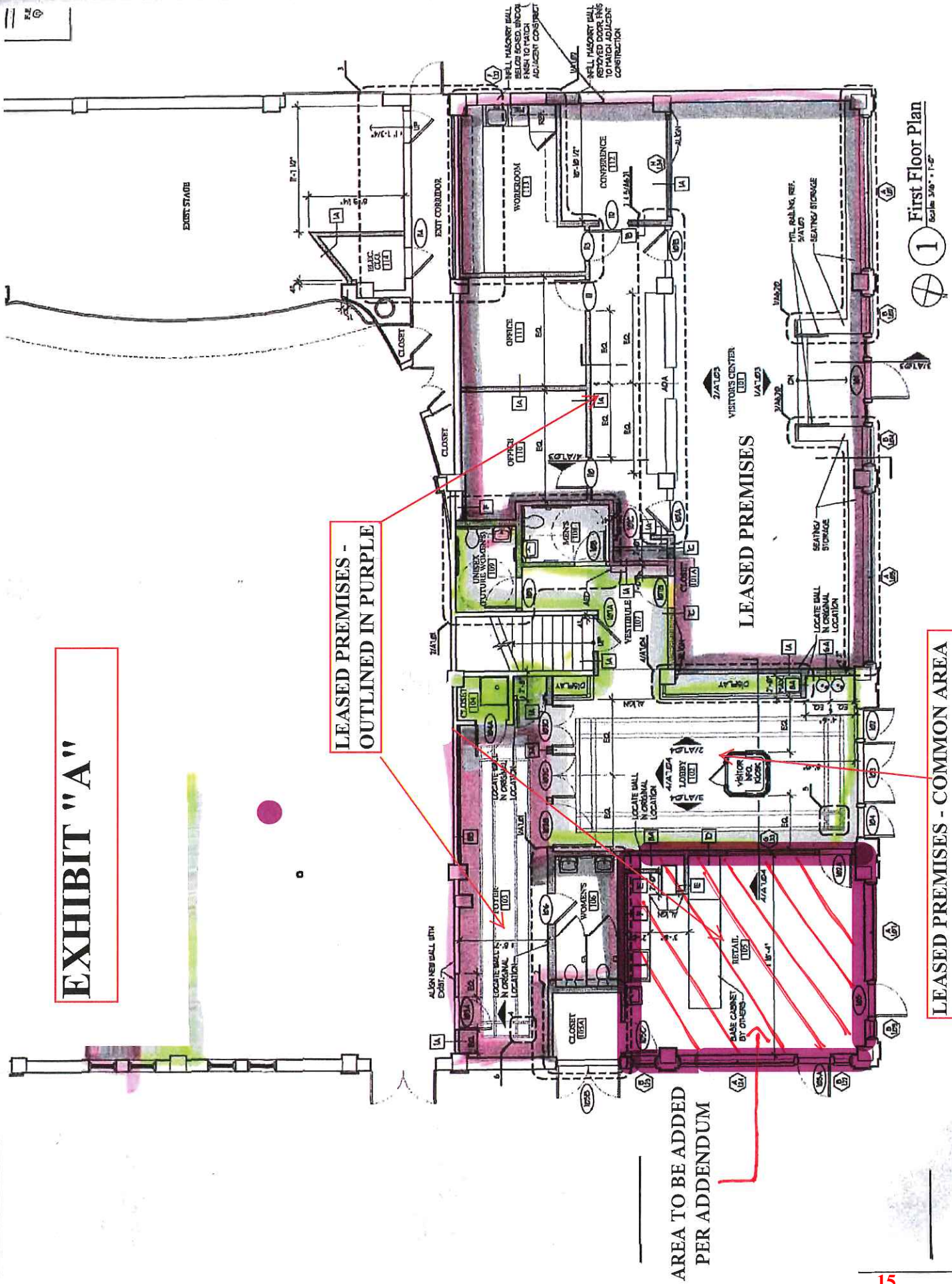
Date: _____

EXHIBIT "A"

LEASED PREMISES -
OUTLINED IN PURPLE

LEASED PREMISES - COMMON AREA
-OUTLINED IN GREEN

AREA TO BE ADDED
PER ADDENDUM



First Floor Plan

Scale 3/8" = 1'-0"

1



AGENDA ITEM 6

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Stephanie Doland
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Presentation and Discussion on the City of Brenham's Sign Ordinance	
SUMMARY STATEMENT: During the workshop portion of the City Council meeting on September 20, 2018 staff presented an update on the current sign ordinance and asked for feedback concerning an update to the ordinance. Staff was directed to draft revisions to the sign ordinance and to meet with citizens, property owners, the Main Street Board and the Planning and Zoning Commission to discuss said revisions. Since September 20 th staff has facilitated two public meetings, one specific to Downtown and one at-large signage meeting, to discuss signage needs. Based on public feedback received, sign laws and rulings, and the existing sign ordinance staff has begun to assemble a draft to amend the sign ordinance. Staff intends to provide an update on the status of the sign ordinance amendment process, including: - Feedback received from citizens and business owners - Proposed sign ordinance language - Timeline for citizen and business owner feedback - Timeline for Main Street Board and Planning and Zoning Commission feedback	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Discussion only	
APPROVALS: James Fisher	



AGENDA ITEM 7

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 7, 2019
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Presentation and Discussion Regarding Revisions to the City of Brenham Human Resources Policy Manual	
SUMMARY STATEMENT: The Human Resource policy was last updated in full in 2015. Revisions and changes of the policy have been reviewed and discussed by our Employee Committee, Leadership Team, and the City Attorney. Today a summary of proposed changes will be reviewed for your discussion.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Summary of Proposed Human Resources Policy changes	
FUNDING SOURCE (Where Applicable): Funding is provided in FY 18 budget	
RECOMMENDED ACTION: Discussion only	
APPROVALS: James Fisher	



Human Resources Policy Summary of Proposed Changes

Wording Changes	
Wording changes are proposed throughout the Human Resources Policy manual for reasons such as legal name changes (Americans with Disabilities Act ADAAA is now Americans with Disabilities Act As Amended), title or organizational structure changes, and/or procedural changes. These changes do not have an effect on the enforcement or terms of the policy.	
Revisions	
Page 9	Education Reimbursement policy revised eligibility from 24 to 12 months; reimbursement amounts set by average local university rates
Page 25	Travel Policy revised in full
Page 45	Define Actively at Work for Attendance and Work Hours
Page 50	Use of personal devices and sites for city business
Page 73	Outside and Self-Employment – absences to be covered with employee’s benefit time to remain actively employed
Page 75	Sexual and Other unlawful harassment reporting structure – sexual harassment complaints reported immediately to City Attorney
Page 78	Social Media policy revised per City Council approved version
Page 101	Residency Requirement - City Manager has authority to revise residency requirement
Page 106	Long Term Absence – City Manager has authority to extend amount of leave time allowed
Page 124-125	Sick Leave – allow employees to donate a portion (40 hours) of their own sick leave to other employees in need that meet the qualification for accepting donations
Page 130	Vacation Carryover – change from fiscal year to calendar year carryover
Page 137	Compensation for Vacation – allow employees to receive payment for up to 5 days of accrued vacation hours once per calendar year
Additions	
Page 117	Nursing Mothers Policy (attached)

Nursing Mothers Policy

The City of Brenham is committed to providing a mother-friendly workplace in accordance with all state and federal laws as they relate to workplace breastfeeding. The City of Brenham recognizes a mother's responsibility to both her job and her child and acknowledges a woman's choice to breastfeed benefits the family, the City, and society. The City provides a work environment that is supportive of lactating mothers and encourages breastfeeding of their children for up to one year or beyond following their birth.

For breastfeeding employees, lactation times shall be established based on the individual's work schedule. The City will provide a private, accessible area, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, for the purpose of expressing breast milk each time such employee needs to express milk. Employees are to inform their supervisor of their lactation schedule and needs prior to or immediately upon returning to work. It is the employee's responsibility to contact the Human Resources department for assistance finding a lactation room.

Department Directors and supervisors will ensure this policy is fully implemented and adapted to the needs of their department and work location and ensure the requirements of this policy are enforced



AGENDA ITEM 8

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: December 31, 2018															
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-001 Authorizing the Giving of Notice of Intention to Issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019; and Declaring an Effective Date																
SUMMARY STATEMENT: During Council budget workshops and in the adoption of the FY18-19 Budget, we discussed issuing certificates of obligation (COs) for general government and water utility projects. The general government projects of \$1.5 million include covering the costs to construct street and drainage improvements for Burleson at Higgins Branch, Jefferson at Higgins Branch and Industrial Boulevard. The water utility improvements of \$1.5 million include replacement of over 27 miles of cast iron (CI) and asbestos cement (AC) pipe in the water distribution system. The agenda item today is giving notice of the City's intent to issue Certificates of Obligation, Series 2019 not to exceed \$3.1 million for these purposes including bond issuance costs. Garry Kimball, the City's financial adviser, has prepared the attached Issuance Timetable. The initial step in the financing process is to give notice of your intent to issue the certificates of obligation, and upon your approval, the notice itself will be published in the Brenham Banner Press. Mr. Kimball will handle securing the pricing and bring it back to Council for action at the February 21, 2019 meeting. Your agenda packet includes the Resolution that gives notice of intent to issue the certificates of obligation.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-19-001; and (2) Tentative Timetable for Issuance																

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-19-001 authorizing the giving of notice of intention to issue City of Brenham, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019
APPROVALS: James Fisher

RESOLUTION NO. R-19-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING THE GIVING OF NOTICE OF INTENTION TO ISSUE CITY OF BRENHAM, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Brenham, Texas (the “City”), pursuant to Subchapter C, Chapter 271, Sections 271.041-.063 Texas Local Government Code, as amended, is authorized to issue certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

Section 1. The findings and determinations set forth in the recitals hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized to issue a notice of intention (the “Notice of Intention”) to issue certificates of obligation in substantially the form attached hereto as Exhibit A and incorporated herein by reference for all purposes.

Section 3. The Notice of Intention shall be published once a week for two consecutive weeks, the date of the first publication being before the thirtieth (30th) day prior to the date set forth in the Notice of Intention for passage of the ordinance authorizing the issuance of the certificates of obligation, in a newspaper, as defined by applicable law, that is of general circulation in the area of the City.

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

PASSED AND APPROVED January 10, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF BRENHAM, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

NOTICE IS HEREBY GIVEN that on February 21, 2019, the City Council of the City of Brenham, Texas, at 1:00 p.m. at a regular meeting of the City Council to be held at 200 W. Vulcan, Brenham, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation (the "Certificates") in the principal amount not to exceed \$3,100,000, for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a)(i) renovation of and improvements to the City's water utility systems and facilities; (ii) construction of street and drainage improvements and the acquisition of land and rights-of-way in connection therewith (collectively, the "Project"); and (iii) professional services of attorneys, engineers, financial advisors and other professionals in connection with the Project; and (b) to pay the costs associated with the issuance of the Certificates.

The Certificates shall bear interest at a rate or rates not to exceed the maximum rate now or hereafter allowed by law as shall be determined by the City Council at or before the time of issuance and shall mature not later than 40 years from the date of issuance thereof. The Certificates shall be payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on the Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Sections 271.041-.063, Texas Local Government Code, as amended, and from a pledge of the surplus revenues of the City's combined utility system; provided, however, that such pledge of surplus revenues shall be limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Brenham, Texas.

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



**City of Brenham, Texas
Certificates of Obligation, Series 2019
Tentative Timetable for Issuance**

Thursday	January 10*	Council approves publication of Notice of Intent to Issue C/O's.
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Note: City must publish Notice of Intent twice within 32 days of award by Council of C/O's. Must use newspaper of record for the local area. Bond Counsel to coordinate with City Secretary.

Thursday	January 17	Draft Bond Offering Documents distributed for comments by FA. Bond rating applied for by FA.
Thursday	January 31	Comments received on Bond Offering Documents.
Week of:	February 4	Conference call with S&P (TBD).
Thursday	February 7	Bond Offering Documents posted with i-Deal.
Monday	February 18	Bond rating due.
Thursday	February 21*	Bids received. C/O's are approved by City Council.
Tuesday	March 19	Closing (subject to AG approval).

* Denotes official City Council meeting.



AGENDA ITEM 9

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 4, 2019
DEPT. OF ORIGIN: Aquatic Center	SUBMITTED BY: Sara Parker
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 1 to the Contract with Kraftsman Commercial Playgrounds & Water Parks for Playground Equipment at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: The original quote from Kraftsman Commercial Playgrounds and Water Parks did not include the waiver of subrogation on Workman's Compensation insurance which is required by the City of Brenham. Staff requested an updated quote, which included a charge for the waiver and therefore a revised amount for the Performance and Payment Bonds. The revised quote, with a total change of \$824.75, was received too late to make the change on the Agenda Item for the December 20 meeting. Due to the time sensitivity of the project, Staff moved forward with issuing the Purchase Order as originally approved and now request the Change Order for the additional charges. The new total amount for the Project is \$98,960.91 versus \$98,136.16. Revisions requested by the City Attorney to the Terms and Conditions of the purchase agreement are also included in the revised quote.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Brings agreement into compliance with City insurance requirements and acceptable terms and conditions. B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Quote No. Q62245-1 with terms and conditions for signature	
FUNDING SOURCE (Where Applicable): Department Budget	

RECOMMENDED ACTION: Approve Change Order No. 1 in the amount of \$824.75 to the contract with Kraftsman Commercial Playgrounds & Water Parks for playground equipment at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Quote #Q62245-1

Page: 1

Date: 12/20/2018
Project: 21675
By: Gilbert Fragosa

Sold To: City of Brenham - Blue Bell Aquatic Center
Mrs. Tammy Jaster
Blue Bell Aquatics Center - Play Unit
1800 E. Tom Green
Brenham TX 77834
Phone: 979-337-7250 Fax:
Terms: Percentage Completed Draws Monthly

Ship To: City of Brenham - Blue Bell Aquatic Center
Mrs. Tammy Jaster
Blue Bell Aquatics Center - Play Unit
1800 E. Tom Green
Brenham TX 77834
Main Phone: 979-337-7250 Mobile Phone:

Qty	Product	Description	Size	Weight	Color	Unit Price	Ext. Price
NOTE		Option 1					
		Play unit Revised					
NOTE		Turn-Key project					
1	R3-20586	SRPFX Themed modified Lifeguard shack Play unit				25,304.00	25,304.00
1	CUSTOM LIFEGUARD TRUCK	Custom Lifeguard Truck				6,995.00	6,995.00
1	TRT-10	Triple Toss with 3 1/2" powder coated post by Superior Playgrounds				700.00	700.00
1	DISC	Discount on Sales -2018 Fall sales Flyer				-175.00	-175.00
1	SRPSURCHG	Steel Surcharge by Superior Recreational Products on orders placed after May 2, 2018				1,319.96	1,319.96
1	REMOVE	Removal of existing play equipment. By: Kraftsman				2,375.00	2,375.00
1	REMOVE	Removal, haul away, and proper disposal of existing poured-in-place rubber. Dumpster included in pricing. By: Kraftsman				6,100.00	6,100.00
1	PIP-EPDM-S	Poured in Place rubber surfacing, 3" depth, colors to be 33/33/33/, 100% standard colors of EPDM rubber, aromatic Urethane binder, good access and no design.	55 lbs			42,000.00	42,000.00
1	INSURANCE-AI	No Charge: Name customer as additional insured on General Liability Policy and processing of coverage.				0.00	0.00
1	INSURANCE	Waiver of subrogation				800.00	800.00
1	DISCBB	Discount on BuyBoard Purchase, BuyBoard Contract #512-16				-7,807.00	-7,807.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.				2,968.83	2,968.83



Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Quote #Q62245-1

Page: 2

Date:	12/20/2018
Project:	21675
By:	Gilbert Fragosa

Subtotal:	\$80,580.79
Shipping & Handling:	\$2,460.47
Equipment Subtotal:	\$83,041.26
Tax:	\$0.00
Install:	\$15,919.65
Total:	\$98,960.91



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring TX 77388

Phone: 281-353-9599

Fax: 281-353-2265

Quote #Q62245-1

Page: 3

Date:	12/20/2018
Project:	21675
By:	Gilbert Fragosa

Special Terms and Conditions

Subject: Payment Terms**Date: 12/20/2018**

Percentage completion draws monthly.

Subject: Items Not Included**Date: 12/20/2018**

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems or site amenities.

Subject: Sales Tax**Date: 12/20/2018**

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Subject: Insurance Terms**Date: 12/20/2018**

Kraftsman will supply a certificate of insurance verifying the limits of coverage. Said certificate shall name customer as an additional insured and contain a waiver of subrogation.

Subject: Shipping Charges**Date: 12/20/2018**

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Subject: Bonding**Date: 12/20/2018**

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Subject: Delivery and Unloading**Date: 12/20/2018**

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Subject: Locating for Underground Utilities**Date: 12/20/2018**

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS

19535 Haude Road

Spring TX 77388

Phone: 281-353-9599

Fax: 281-353-2265

Quote #Q62245-1

Page: 4

Date:	12/20/2018
Project:	21675
By:	Gilbert Fragosa

Subject: Installation**Date: 12/20/2018**

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Subject: Project Completion**Date: 12/20/2018**

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Shipping of equipment from factory will be approximately as follows:

- **Custom SRPFX Structures and Recycled Play units - 12-16 weeks.**

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Subject: Lead Time**Date: 12/20/2018**

Lead Times are after approval of all Initial submittal info and colors.

Superior Playground items - lead time for SRPFX and Recycled play units is 12-16 weeks from when the order is placed with the manufacture.

Subject: Color Selections**Date: 12/20/2018**

Color selection to be determined via submittal process once a PO, contract, or Kraftsman signed quote is received at the Kraftsman office.

Subject: Indemnification**Date: 12/20/2018**

Kraftsman shall and does hereby agree to indemnify, release, hold harmless, and defend the City of Brenham ("City"), its officers, agents, and employees from any and all damages, loss, costs, or against claims of any kind whatsoever, including but not limited to reasonable attorney's fees, by reason of death or injury to property or person caused by any negligent act or omission, or willful misconduct, of Kraftsman, its officers, agents, employees, contractors, invitees, or other person for whom it is legally liable, with regard to the performance of this Agreement, and Kraftsman will, at its sole cost and expense, indemnify, release, hold harmless, defend, pay on behalf of, and protect the City and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arise in whole or in part from any negligent act or omission, or willful misconduct, of Kraftsman.

Subject: Boycott of Israel**Date: 12/20/2018**

Kraftsman hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Kraftsman further certifies and verifies that neither Kraftsman, no any affiliate, subsidiary, or parent company of Kraftsman, if any (the "Kraftsman Companies"), boycotts Israel, and Kraftsman agrees that Kraftsman and Kraftsman Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory.



Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Quote #Q62245-1

Page: 5

Date:	12/20/2018
Project:	21675
By:	Gilbert Fragosa

General Terms and Conditions

Sold To: City of Brenham - Blue Bell Aquatic Center

Ship To: Blue Bell Aquatics Center - Play Unit

Terms: Percentage Completed Draws Monthly

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. ~~All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment.~~ Repossession of product does not waive any damages or costs due as awarded by the court. **Washington County**
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in ~~Harris County~~.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express.
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____
 Gilbert Fragosa

Date: December 20, 2018

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. ~~If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred.~~ Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#: _____

Printed Name & Title : _____

Date of Acceptance: _____

Authorized Signature: _____

Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

Above mark thru approved by Kris Soderberg, VP, Kraftsman for this Agreement only.



AGENDA ITEM 10

DATE OF MEETING: January 10, 2019		DATE SUBMITTED: December 31, 2018	
DEPT. OF ORIGIN: Public Works		SUBMITTED BY: Dane Rau	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-19-002 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department			
SUMMARY: Over the last year, staff has evaluated the rates that are charged for facilities and services within our Parks and Recreation Division. Many things have changed since 2008, 2012, 2014 and 2016 when these rates were established and slightly changed along the way. At the most recent Parks and Recreation Advisory Board meeting in December, staff presented proposed rates to the board. These proposed rates were discussed in length and evaluated in depth compared to many factors including private facilities in Brenham, public facilities in Brenham, surrounding cities rental rates, along with looking at added expenses of our Parks and Recreation assets since the last evaluation. At the meeting, it was approved unanimously that these rates should be adjusted to reflect a closer comparison to similar assets in our community and public facilities in surrounding areas. Many factors were considered when proposing these rates and many users will be affected. We will be glad to discuss any proposed rate increase with council or any visitors. These proposed rates, once approved by Parks and Recreation Advisory Board, were mailed out to our consistent parks users, which includes community youth and adult groups, tournament directors, select sports affiliations and individual park users. In that letter we stated that these rates would be presented to City Council on January 10th and could possibly be in effect shortly after a decision was made. <u>HISTORY</u> Current rates related to facility and field fees were set in 2008. Field rates were last brought before the Parks and Recreation Advisory Board for review in 2012. Staff reviewed current rates and provided a handout, which outlined rental rates from surrounding cities and cities with similar facilities. The Board chose not to change the rates at that time. In 2014, facility rental fees were brought before the Parks and Recreation Advisory Board. Staff recommended a consistent fee schedule for all air conditioned/heated park facility rentals. The option to rent Fireman's Kitchen without AC/heat was no longer a possibility. The rate to rent Fireman's Kitchen is \$65 per half-day and \$90 per full day. The cost to rent Henderson Park Kitchen increased from \$25 per half-day and \$40 per full day to \$45 per half-day and \$60 per full day due to AC/Heat being installed. This increase was consistent with Jackson Street Park Kitchen and			

Fireman's Park Rock Room. Deposit amount for all park rental facilities were set at \$100, instead of \$50. All other facility published rates remained unchanged. Staff last presented rates for Parks, Recreation, and Aquatic facilities in 2016. At that time Blue Bell Aquatic Center (BBAC) rates were discussed, specifically family passes and aerobic classes. Staff's recommendations was to include an "add on" option to family passes and offer a monthly fee for water aerobics classes. The board agreed with staff's recommendations and there were no other changes to facility and field rentals at that time. We would like to ask City Council to pass these suggested rate increases pertaining to the Parks and Recreation facilities and services. If passed, rates will be reflected in the 2019 Parks and Recreation Guide which will be published mid-January. Rate increases will be used to cover added expenses and services that the City has been seeing with new improvements and increases in services. For example, the addition of HVAC systems to facilities, new and improved parking lots, addition of new restroom facilities, major improvements to Henderson Park upcoming, and increases in cleaning services.
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Will be more comparable to other facilities and also help cover costs of rising services and improvements to facilities B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Resolution No. R-19-002
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-19-002 adopting a new fee schedule for the City of Brenham Parks and Recreation Department
APPROVALS: James Fisher

RESOLUTION NO. R-19-002

A RESOLUTUION OF THE CITY OF BRENHAM, TEXAS ADOPTING A NEW FEE SCHEDULE FOR THE CITY OF BRENHAM'S PARKS AND RECREATION

WHEREAS, Chapter 19, Parks and Recreation, of the Code of Ordinances authorizes the City Council to adopt fees for all parks and recreation activities; and

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

The City Council hereby adopts the 2019 Parks and Recreation Fee Schedule, to be effective January 10, 2019 and attached hereto as Exhibit A fee schedule for park facilities and recreation programs.

PASSED and **APPROVED** on the 10th day of January, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A

2019 Parks and Recreation Fee Schedule

Facility Rentals

	Half day	Whole day
All Sports Building		\$200
Fireman's Kitchen with Finke Pavilion	\$100	\$150
Fireman's Rock Room	\$60	\$300
Henderson Kitchen	\$60	\$100
Jackson Street Kitchen	\$60	\$100
Amphitheatre	\$100	\$150
Half days are 7am - 2pm or 3pm - 10pm		
Whole days are 7am - 10pm		
All rentals require a \$100 deposit		
Carousel	\$1/rider or \$40 min/hour	

Field Rentals

Tournament Reservations	
Baseball/Softball Field per day	\$100
Schulte Baseball Field per day	\$175
Fireman's Baseball Field per day	\$250
Additional Field Prep per game	\$35
Multi-use Field per day	\$75
Rankin Field per day	\$250
Fields require a \$50 deposit per field	
Access lights for \$50 per field per day	
Insurance required for tournaments, league play, and select teams	
Field Reservations - recreational use	
Recreational use per day	\$75
Coaching Lessons per year	\$100
League fee per player	\$10
Select Team per year	\$200

Blue Bell Aquatic Center

	Non-Summer	Summer
Daily Admission	\$4	\$5
Children 3 & under	\$2	\$3
Annual Monthly Summer Aerobic		
Individual	\$250	\$85
Seniors (55+)	\$200	\$65
Family	\$450	\$55
Single Add-On	\$150	\$145
15 Visit Card	\$60	\$85
Blinn Semester	\$100/semester	\$75

*Family (max 6): Family consists of two adults and children in the same house.

Private Party Rentals

Therapy	\$200
Competition	\$250
Outdoor Leisure	\$300
Bring your own food	\$50

Regular Party Rentals

Spring/Fall (Comp Pool Only): Basic \$75
add inflatables starting at \$50

Summer Packages:	
Splash	\$125
Surfside	\$150
Tidalwave	\$175

Packages Include:

Admission for 8 people

6 tables & 16 Chairs (Pavilion has 8 Picnic Tables)

Set up & tear down of Tables

30 minutes of prep time

Extras:

Bring your own food: \$50

Extra time: \$60/3hrs

Extra Tables: \$5/table (if available)

Locker Rentals

	Large Locker	Small Locker
Year	\$150	\$100
Semester	\$65	\$45
Month	\$15	\$10

Programs

Water Works	\$20 + pool pass
AquaCARDIO	\$20 + pool pass
Beginning Wellness	\$20 + pool pass
Aquatics for Arthritis	\$55 (senior/month)
	\$65 (individual/month)

Swim Lessons

Spring & Fall	\$25
Summer	\$35

Water Babies

Spring & Fall	\$25
Summer	\$35

Private Swim Lessons

\$70/4 lessons

Lifeguard Training

\$200

Lifeguard Instructor

\$250

Lifeguard Recertification

\$100

Athletic Programs

\$35

Splash Spring Break

\$10/week

Camp CASCADE

\$100

Junior Guard

\$100





AGENDA ITEM 11

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: December 10, 2018	
DEPT. OF ORIGIN: Parks & Recreation	SUBMITTED BY: Dane Rau / Tammy Jaster	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Fitness Passport Service Agreement between the City of Brenham and United Healthcare Optum Health Care Solutions, LLC Related to a Fitness Program and Facility Partnership at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY: This Fitness Passport Service Agreement between United Healthcare Optum Health Care Solutions, LLC and the Blue Bell Aquatic Center, is a Fitness Program – Facility Partnership. This program is offered to certain individual policy plan holders of United Healthcare Medicare Advantage Plan. Renew Active members receive access to fitness centers at no cost to the individuals. Optum Health Care Solutions, LLC will pay the Blue Bell Aquatic Center based on usage of eligible members at a rate of \$4/day up to \$32.00 per month (8 visits) Members will receive a confirmation code from United Healthcare. Once member brings in that designated code, BBAC staff will input into the Healthy Contributions Portal and enroll the members. BBAC will submit attendance records for all enrolled members on a monthly basis so that payment can then be made to BBAC. The initial term of this agreement shall continue for a period of 12 months, thereafter shall automatically renew for successive one-year terms unless terminated by either party. Either Party may terminate this agreement at any time by giving a minimum 120 written notice to the other party. City Staff as well as City Attorney has reviewed the document making changes where needed. This is the final approved copy.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Provides a NO cost fitness option to individuals of the United Healthcare Medicare Advantage Plan B. CONS: None		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Fitness Passport Service Agreement		

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve the Fitness Passport Service Agreement between the City of Brenham and United Healthcare Optum Health Care Solutions, LLC related to a fitness program and facility partnership at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on December 12, 2018 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and the City of Brenham as the owner and operator of the Blue Bell Aquatic Center (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport Network comprised of facilities that provide services to support the Fitness Passport Program to customers of Optum; and

WHEREAS, Optum provides its customers and related Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum and Network wish to enter into this Agreement so that Optum customers and related Members may access the Fitness Passport Program and its associated benefits.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Network Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder or a benefit holder’s spouse enrolled in a qualifying health plan that may or may not be a member of a Participating Network Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder or a benefit holder’s spouse enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Network Facility.

Participating Network Facility: A Network facility including its branches contracted under this Agreement to provide services to Members under the Fitness Passport Program as outlined in Appendix A herein.

Network Facility Reimbursement: The payment for which Optum has agreed to distribute to Network for each Member who meets or exceeds the established Fitness Passport Program visit requirements as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) day written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, Optum's obligation to pay Network Facility Reimbursement to Network shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Network Facility shall provide all Members with access to the Participating Network Facility and all regular Network services, during the hours of operation as advertised by the Participating Network Facility to include, if applicable, an orientation to the Participating Network Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Network Facility will provide Members with membership to their facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets or exceeds the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network understands that Members are responsible for paying Participating Network Facilities the membership dues and/or associated fees. Optum shall not be responsible or liable for any membership dues and/or associated fees that a Member fails to pay to a Participating Network Facility.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose, unless required by applicable law, the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Network Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity.

A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights.

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. To the extent allowed by law, any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. To the extent allowed by law, the Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection

with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network with the Access & Performance Minimums set forth in Section 1 of Appendix B. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 No Boycott Israel. Optum hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Optum further certifies and verifies that neither Optum, nor any affiliate, subsidiary, or parent company of Optum, if any (the "Optum Companies"), boycotts Israel, and Optum agrees that Optum and Optum Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic hard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall lie exclusively in Washington County.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
City of Brenham
P.O. Box 1059
Brenham, TX 77834-1059

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Brenham
P.O. Box 1059
Brenham, TX 77834

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Internal Control No.: 00555687.0

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network for each participating Member a pre-determined amount each calendar month, when the Member meets the program criteria as defined by Optum below:

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits Participating Network Facility during calendar month	\$4.00 per visit to Participating Network Facility with a maximum monthly payment of \$32.00 (8 visits)

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) Participating Network Facility Membership Fees: In connection with participating in the Fitness Passport Program, Participating Network Facilities shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Members who have existing memberships with Participating Network Facilities or other gyms, either directly or through a third party, do not need to terminate their existing membership contract. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Network Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Network Facility including branches. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a mutually agreed upon file format, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Only those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement.
- e) Upon receipt of Fitness Passport Program utilization information on a monthly basis from Optum, on or before the first day of the month following the data submission or the next business day if the first day of the month falls on a weekend or holiday, Optum or Optum's designated third party will direct the Network Facility Reimbursement into Network's designated account via EFT.
In the event that data processing errors are found, these errors can be corrected in the next month's payment cycle.
- f) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Network Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will upload to the specified FTP site the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a

payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) Details of Fitness Passport Program Member benefits are available upon request and may be changed from time to time at the sole discretion of Optum. Optum shall use reasonable commercial efforts to notify Participating Network Facilities thirty (30) days prior to such changes.
- b) The Network Facility Reimbursement period for Network is for each calendar month, not the fifteenth of the month to the fifteenth of the following month or based upon the date when the individual joins the Fitness Passport Program. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum in the month he or she enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Network Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Network Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network or Optum's designated third party to upload usage file to Optum's FTP site *	Optum to upload eligibility verification file to Optum's third party designated FTP site	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage and February data

* Member's monthly usage reports are to be reported to Optum's designated third party by the fifth day of the month.



AGENDA ITEM 12

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: December 31, 2018
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Recycling Center and Collection Station Rates	
SUMMARY: As discussed on the December 20, 2018 meeting during Work Session it is in the best interest to make adjustments to bagged garbage accepted at the Recycling Center and Collection Station. It was decided that all bagged garbage would be transitioned to one location being the Citizens Collection Station on Old Chappell Hill Rd. At the same time, the rate would move from \$1.00 a bag to \$2.00 per bag. Since this is part of the Sanitation Rate Tariff an ordinance will be needed to reflect this change and the rates could become effective after the second passage, which would be scheduled for January 24th. Once the second passage is approved, we would plan to make rates effective February 4th and all bags would be dropped off at the Collection Station as well. If approved this would be reflected in “Exhibit “A” of the Sanitation Rate Tariffs, Section 800 under “Citizens Collection Station (non-compacted waste).”	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Consolidate services to one location and be more efficient for Sanitation Operations. Also, will cover services by increasing rate along with financial accountability being at the Collection Station. B. CONS: Will affect many county resident who also recycle and will have to make two stops rather than convenience of one.	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance; and (2) Redlined copy of rate tariff schedules showing changes	
FUNDING SOURCE (Where Applicable):	

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the Rate Tariff Schedule(s) for the City of Brenham Recycling Center and Collection Station rates

APPROVALS: James Fisher

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE GARBAGE COLLECTION/
CITIZEN'S COLLECTION STATION RATE TARIFF SCHEDULE FOR
THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN
EFFECTIVE DATE OF THIS ORDINANCE.**

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates for bagged garbage that is disposed of at the City of Brenham's Transfer/Collection Station.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Garbage Collection/Citizen's Collection Station Rate Schedule for compacted waste that is disposed of at the City of Brenham's Transfer/Collection Station as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after February 4, 2019

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after February 4, 2019.

PASSED AND APPROVED on its first reading this the ____ day of _____, 2019.

PASSED AND APPROVED on its second reading this the ____ day of _____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENNHAM, WASHINGTON COUNTY, TEXAS 77834-1059

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	February 4, 2019	
SECTION TITLE	EFFECTIVE DATE	

Deleted: October 1, 2017

(Supersedes Rate Change effective 10/01/2017)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

Code A	\$13.75 per month Twice Per Week Collection Inside City Limits
Code C	\$20.13 per month Twice Per Week Collection
Senior Citizen (Age 55 or older)	\$11.00 per month Application required for discounted rate

Citizens Collection Station (Non-compacted Waste)

\$90.00/ton or .045 cents per pound

\$5.50 minimum (<160 lbs.)

~~\$ 2.00 per trash bag~~

Deleted: 1.00

Disposal of vehicle tires at the city collection station; charges and collection:

(a) The city herewith imposes the following surcharges for disposal of vehicle tires at the city collection station:

- (1) Cars and passenger trucks (15 inch and below).....\$ 3.00 per tire
- (2) Large truck tires (16 inch and above).....\$ 7.50 per tire
- (3) Large truck and tractor tires with dimension greater than
eighteen (18) inches wide, forty-nine (49) inches in diameter,
and 15-ply\$45.00 per tire

"EXHIBIT A"

CITY OF BRENHAM

200 WEST VULCAN STREET P. O. BOX 1059
BRENHAM, WASHINGTON COUNTY, TEXAS 77834-1059

(b) The charges set forth immediately above are to be collected at the Collection Station site by city personnel or, in the case of commercial or industrial charge accounts, will be billed to the applicable customers each month.

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	February 4, 2019	
SECTION TITLE	EFFECTIVE DATE	

Deleted: October 1, 2017

(Supersedes Rate Change effective 10/01/2017)

Commercial Brush

\$22.50/ton or .01125 cents per pound
\$17.50 minimum (1 ton minimum)

Residential Brush

\$22.50/ton or .01125 cents per pound
\$2.00 minimum (<200 pounds)

Transfer Station (Compacted Waste)

In-city \$ 45.50/ton or 2.275 cents per pound
Out of city \$ 45.50/ton or 2.425 cents per pound



AGENDA ITEM 13

DATE OF MEETING: January 10, 2019		DATE SUBMITTED: January 4, 2019	
DEPT. OF ORIGIN: Public Utilities		SUBMITTED BY: Lowell Ogle, Jr.	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Bucket Truck for the Electric Department Using Sourcewell Cooperative Contract Number 042815-TER and Authorize the Mayor to Execute Any Necessary Documentation			
SUMMARY STATEMENT: During the budget process Council approved the purchase of a new bucket truck. This truck will be used to maintain our electric distribution system. This unit will replace a 1999 model that has begun to have many maintenance issues. The old unit will be sold on GovDeals. The unit was budgeted at \$200,000 and is coming in at \$196,211. This unit will be purchased using a Sourcewell (formerly known as National Joint Powers Alliance) Cooperative Contract through Terex Utilities, Inc.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Replace unreliable unit and increase efficiency. B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) Terex Customer Order Acknowledgement; (2) Quote Number QU12102-13; and (3) Photo of Bucket Truck			
FUNDING SOURCE (Where Applicable): Electric Fund			
RECOMMENDED ACTION: Approve the purchase of a bucket truck for the electric department in the amount of \$196,211 using Sourcewell Cooperative Number 042815-TER and authorize the Mayor to execute any necessary documentation			
APPROVALS: James Fisher			



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 500 Oakwood Road - Watertown, SD 57201 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **12/12/2018** NJPA Contract #:042815-TER
(Reference QU10316)
Quote Number: QU12102 Unit: TCX55

Brenham Utilities, City Of
200 W. Vulcan St
Brenham, TX 77833
(979) 451-1793

Attention: Alton Sommerfield

NJPA (QU10316) U, B & I Price: **\$123,542**
NJPA (QU10316) Chassis: **\$70,331**

Sourced UBI Features (QU12102) **\$659**
Sourced Chassis (QU12102) **\$1,679**

Grand Total Each: \$196,211

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
2) Terms: Net 30 days.
3) Delivery days from receipt of order shall be 210-270

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Dan Relph
Sales Coordinator

Oswaldo Jimenez
Account Manager

⚠ WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____



Terex Utilities, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

12/12/2018

Quote Number: QU12102-13

CITY OF BRENHAM UTILITIES

200 W. VULCAN
BRENHAM, TX 77834
Attention: ALTON SOMMERFIELD

Phone: (979) 451-

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger TCX55 insulated non-overcenter aerial device providing a working height of 61.5 ft (18.7 m).

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Hydraulic System:

- * The hydraulic system used for operating the boom functions is a closed-center, parallel-circuit system operating pressure at 3000 PSI.
- * Hydraulic hoses are equipped with permanent type hose fittings.

Platform Leveling:

- * Platform leveling control is located at the top controls for ease of personnel rescue and platform debris clean out.
- * Hydraulic platform tilt is also located at the lower and upper controls.

Miscellaneous:

- * A load chart stating actual lifting capacity considering all final options, chassis, body, outriggers, and other fixed equipment with final readings based on completed unit stability is standard.
- * A boom-angle indicator and decal are mounted on the side of the main boom.
- * All metallic components of the complete aerial device are prime painted.
- * The fiberglass upper boom lower boom insert platforms and covers are white.
- * Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- * Warning decals are provided with unit.

- 1 The pedestal is designed with access holes for maintenance of hydraulic plumbing.

- 1 Turntable and Lower Controls:

Lower Controls:

- * Individual control levers are provided and located in an accessible location on the turntable.
- * An upper/lower control selector provides override of platform controls.

- * A self locking worm gear rotation drive is provided and equipped with

Qty. Description

a bi-directional motor.

- 1 Boom with 120 degree lower boom articulation to ground access with automatic upper boom rest.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound tapered fiberglass boom providing a clear span insulation gap.

Boom Compensation System:

* This system maintains the angle of the upper boom while the lower boom is articulated by using a patented hydraulic control system.

* The upper boom can also be articulated independently.

- 1 Aerial device is designed as a Category B machine in accordance with ANSI/SIA A92.2-2015.

* Include: lower test electrode system and system to prevent vacuum in individual hydraulic lines.

* Terex South Dakota Inc. can only test up to 69KV when this option is ordered.

* Can be rated from 46KV up to 138KV per ANSI/SIA A92.2-2015 depending on: model, options and fiberglass length.

* Must specify KV rating when ordering.

- 1 Boom Tip with Hydraulic Platform Rotator and Platform Lifter:

Upper Controls: "Control-Plus" single stick controller.

* Enable lever must be actuated before operation.

The platform rotator offering 180 degrees of hydraulic rotation.

Hydraulic Platform Tilt is provided at platform and lower controls.

Side reach will increase by 16".

The platform lifter provides 24" of vertical platform lift.

Engine Stop/Start controlled at platform and lower controls.

Engine Throttle Advance:

* An automatic two speed engine throttle control is provided and shall advance the engine to a pre-set speed when the single stick enabling lever is engaged and decrease when it is disengaged.

- 1 Dual Hydraulic Tool Outlets At Platform With Flow Control:

* Installed at the platform to accommodate two closed center hydraulic tools.

* Tools cannot be operated simultaneously.

* Bleeder spool provides for ease in connecting and disconnecting couplers.

* Includes port relief to limit pressure to 2250 psi.

* Allows standard operation of tools with unit in low speed.

Qty. Description

- * Quick disconnect couplers.
- * Tool return back pressure is less than 200 psi with ISO 15 hydraulic oil.
- 1 End Mounted Fiberglass Platform 24" x 48" x 42":
 - * Includes two (2) outside access steps with a slip-resistant surface.
- 1 Two safety harnesses with lanyard is provided for fall arrest.
- 1 A rigid platform rest provides platform support during road travel.
- 1 Insulated Platform Liner For 24" x 48" x 42" Platform:
 - * Tested at 50 KV AC.
- 1 Vinyl Platform Cover For 24" x 48" Platform:
 - * Waterproof with internal elastic cord around edge.
- 1 * A 35 gallon hydraulic oil reservoir is provided and includes a 100 mesh filter, a 10u return filter and a ball type shut off valve.
 - * A pressure line filter is installed in the closed center loop.
- 1 Continuous And Unrestricted Rotation:
 - * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
 - * A 4 channel electric collector ring is provided as standard.
- 1 Auxiliary Let Down for use with Closed Center Hydraulics:
 - * Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
 - * Includes 12 volt electric motor for use on a 12 volt chassis.
 - Note: This includes a switch for activation at pedestal for electric or air function.
- 1 Terex Chassis Controller (DTS51) 12 volt:
 - *Display Screen - Provides Inputs and Outputs indication for trouble shooting.
 - *Warning screens.
 - *Switch Buttons have LED indicators to show when active.
 - *Recommended for all Class 6 and above Chassis types.
 - *One system for all Chassis Types
 - *Controller programmable for communication with different Chassis manufacturers.
- 1 Subframe constructed with an open center.
- 1 Tie down kit.
- ** ADDITIONAL INFORMATION **
- TDD 616707
- TDK 616697
- 1 Extra Heavy Duty X-Frame Outriggers with swivel type stabilizer pads. (9253)
- 1 Extra Heavy Duty X-Frame Outriggers with swivel type stabilizer pads. (9253)

Qty. Description

- 1 Controls For 2-Sets Of Outriggers With Auxiliary Tool Outlets - Closed Center
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Pump for systems requiring 12 gallons per minute:
 - * Pressure-compensated axial piston variable displacement hydraulic pump providing 6 gallons per minute at 725 engine rpm and 12 gallons per minute at 1260 engine rpm with a 157% pto.

BODY, INSTALLATION**** BODY INFORMATION ****

- 1 Stringer Body 168 inches long x 46 inches high x 94 inches wide
 - * Chassis cab to axle (CA) of 120 inches.
 - * See Body Specs for Details
- 1 Install Aerial Device Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2015.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
 - * Includes outrigger pad storage.
- 4 Rubber wheel chocks with eye bolt.
- 1 Grab handles as necessary for 3-point contact.
- 1 Cable type gripstrut stirrup step.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access step mounted on floor of the body to access the top of body compartment or access platform.
- 1 Access steps to platform from top of body or flatbed floor.

Qty. Description

- 1 Access step mounted on floor of the body to access the top of body compartment or access platform.
- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.
- 1 Bracket for storing grounding cable.
- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:
 - * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
 - * Three point grounding system for grounding vehicle during work operations.
 - * Cable must be fully removed from bracket before use.NOTE! Purchaser to verify this meets their company's requirements for fault current.
- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
- 1 Boom rest.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.
 - * Note: Back-up lights are incandescent.
- 1 Lighted license plate bracket kit with incandescent light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 2 Strobe light mounting bracket.
- 1 Glad Hand Kit
 - * Requires tractor protection valve and air lines to the rear.
- 1 Hour meter for power take off engagement time or engine hours, specify.
- 1 Remote engine stop/start And two speed control from rear of vehicle.
- 1 15 ton pintle hook:
 - * Safety chain eyes."Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 ICC rear bumper.
- 1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.

Qty. Description

- 1 Oil tank mounting for external reservoirs.
- 45 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
- 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.
- 1 Paint TCX/HRX/SCM/OM/XM/RM aerial device one color.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.

CHASSIS

- 1 Freightliner M2 106 4x2 (Spec # 80)
 - * 33,000 lbs GVWR
 - * Wheelbase 189", CA 123", axle to frame 100"
 - * 13,220-lb capacity front axle
 - * 21,000-lb capacity locking rear axle
 - * Cummins B6.7 (6.7L) 300 HP @ 2,600 rpm, torque 660 lb-ft @ 1,600 rpm
 - * Allison 3500 RDS wide ratio, 6-speed automatic transmission with double overdrive
 - * L0006EB White Elite BC

SPECIAL CHARGES

- 1 Delivery to Customer.

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.





AGENDA ITEM 14

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle, Jr.	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of a Brush Chipper for the Electric Department Through Buyboard Local Government Purchasing Cooperative Contract Number 515-16 and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: During the budget process Council approved the purchase of a new brush chipper, Vermeer Model BC1800XL with a 130 HP Cummins engine. This equipment will be used to maintain our electric distribution system. This unit will replace Unit 188, a 1995 Mobark model that has begun to have many maintenance issues. The old unit will be sold on GOVdeals. The unit was budgeted at \$70,000 and is coming in at \$64,693.64. This unit will be purchased using the Buyboard Contract No. 515-16.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Replace unreliable unit and increase efficiency. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Buyboard Product Pricing Summary; and (2) Photo of Brush Chipper		
FUNDING SOURCE (Where Applicable): Electric Fund		
RECOMMENDED ACTION: Approve the purchase of a brush chipper for the electric department in the amount of \$64,693.64 through Buyboard Local Government Purchasing Cooperative Contract Number 515-16 and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		

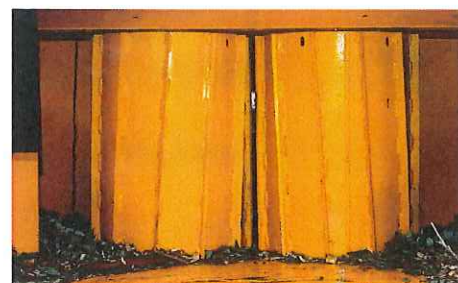
BC1800XL BRUSH CHIPPER



CHIPPING PRODUCTIVITY. The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual feed control bar use.



TAKE CONTROL. With the standard Tree Commander™ remote control, jobsite productivity is improved by allowing the operator to control brush chipper functions remotely. The remote can be attached to the operator's belt or held in an optional bracket mounted directly to the operator's station of a Vermeer mini skid steer.



SMOOTH FEEDING. Vertical feed rollers with helical cleats help hold material firmly to the infeed table, which reduces vibration, shock and structural loading to the rear of the machine.



OPERATOR SAFETY. Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward or reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.

ECOIDLE™

ECOIDLE™ ENGINE CONTROL SYSTEM. When the Ecolidle function is selected by the operator, the engine speed automatically lowers to a preset rpm after one or five minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.



EASILY LIFT HEAVY MATERIAL. An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line has 2000 lb (907.2 kg) pulling force and can automatically lift the log onto the feed table. With the chain choker detached is it also more easily attached to log than hook-on cable designs.

VERMEER.COM

Vermeer

**EQUIPPED TO
DO MORE.**



AGENDA ITEM 15

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 2, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Order Calling a General Election on May 4, 2019 for the Purpose of Electing One Mayor; One Council Member for Place 2 – Ward 2; and One Council Member for Place 4 – Ward 4, Each for Four (4) Year Terms	
SUMMARY STATEMENT: In accordance with the Texas Election Law and the City's election schedule, the city must hold a General Election on Saturday, May 4, 2019 to elect a Mayor, one Councilmember for Ward 2 and one Councilmember for Ward 4. Each position will be for a four (4) year term. The period in which candidates can file for a place on the ballot is Wednesday, January 16, 2019 thru Friday, February 15, 2019. Candidate applications for a place on the May 4, 2019 General Election ballot can be picked up at City Hall in the City Secretary's Office during normal business hours.	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Election Order in English and Spanish	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: Approve an Order calling a General Election on May 4, 2019 for the purpose of electing one Mayor; one Council Member for Place 2 – Ward 2; and one Council Member for Place 4 – Ward 4, each for four (4) year terms	
APPROVALS: James Fisher	

ORDER

AN ORDER PROVIDING FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019, FOR THE PURPOSE OF ELECTING A MAYOR; ONE COUNCILMEMBER FOR PLACE 2 – WARD 2; AND ONE COUNCIL MEMBER FOR PLACE 4 – WARD 4, EACH FOR FOUR-YEAR TERMS, FOR THE CITY OF BRENHAM, TEXAS

A general election is hereby ordered to be held on **MAY 4, 2019**, the same being the first Saturday in May, for the purpose of:

ELECTING A MAYOR; ONE COUNCILMEMBER FOR PLACE 2 – WARD 2; AND ONE COUNCIL MEMBER FOR PLACE 4 – WARD 4, EACH FOR FOUR-YEAR TERMS

Early voting by personal appearance will be conducted every weekday at the **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, as follows:

**Monday, April 22, 2019 through Tuesday, April 30, 2019
from 8:00 a.m. to 5:00 p.m., provided, however, that Early Voting shall
be conducted for twelve (12) hours on the following weekdays:**

**Monday, April 29, 2019 and Tuesday, April 30, 2019 from
8:00 a.m. to 8:00 p.m.**

The first day for a candidate to file an application for a place on the general election ballot is Wednesday, January 16, 2019.

The last day for a candidate to file an application for a place on the general election ballot is 5:00 p.m., Friday, February 15, 2019.

All applications for ballots by mail should be mailed to:

**Jeana Bellinger, TRMC
Early Voting Clerk & City Secretary
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

Applications for ballot by mail must be received no later than the close of business at 5:00 p.m., Tuesday, **April 23, 2019**.

Said election shall be held at the following designated voting places in the City of Brenham, Texas, for voters of the particular Wards:

Ward 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Ward 2: City of Brenham City Hall
200 W. Vulcan Street
Brenham, Texas

Ward 3: Brenham Junior High Band Hall
1200 Carlee Drive
Brenham, Texas

Ward 4: Blinn Junior College Student Center
1007 Walter Schwartz Way
Brenham, Texas

The City shall provide at least one Express Vote Voting System in each polling place in every polling location used to conduct these elections.

PASSED AND APPROVED by the City Council of the City of Brenham on this the _____ day of _____, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDEN

UNA ORDEN PROVEYENDO PARA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL SÁBADO 4 DE MAYO, 2019, CON EL PROPÓSITO DE ELEGIR UN ALCALDE; UN CONCEJAL PARA LUGAR 2 – DISTRITO ELECTORAL 2; Y UN CONCEJAL PARA LUGAR 4 - DISTRITO ELECTORAL 4, CADA UNO PARA TÉRMINOS DE CUATRO AÑOS, PARA LA CIUDAD DE BRENHAM, TEXAS

Por este medio se ordenó llevar a cabo una elección general el 4 de mayo, 2019, el mismo siendo el segundo sábado de mayo, con el propósito de:

ELEGIR A UN ALCALDE; UN CONCEJAL PARA LUGAR 2 – DISTRITO ELECTORAL 2; Y UN CONCEJAL PARA LUGAR 4- DISTRITO ELECTORAL 4, CADA UNO PARA TÉRMINOS DE CUATRO AÑOS

Votación anticipado por comparecencia personal se llevará a cabo cada día de la semana en el **Washington County Annex Building, 100 S. Park Street, Brenham, Texas**, de la siguiente manera:

**el lunes, 22 de abril, 2019 hasta el martes, 30 de abril, 2019
desde las 8:00 de la mañana hasta las 5:00 de la tarde; siempre y cuando, sin embargo, que
la votación anticipada se llevará a cabo durante doce (12) horas en los siguientes días
laborables:**

**el lunes, 29 de abril, 2019 y el martes, 30 de abril, 2019
desde las 8:00 de la mañana hasta las 8:00 de la noche**

El primer día que un candidato puede presentar una solicitud para un lugar en la boleta electoral de la elección general es el miércoles, 16 de enero, 2019.

El último día para presentar una solicitud para un lugar en la boleta electoral de la elección general es el viernes, 15 de febrero, 2019, a las 5:00 de la tarde.

Todas las solicitudes de papeletas por correo se deben enviar por correo a:

**Jeana Bellinger, TRMC
Early Voting Clerk & City Secretary
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059**

Las solicitudes de papeletas por correo deben ser recibidas no más tarde de la hora de cierre de los negocios a las 5:00 de la tarde, el **martes, 23 de abril, 2019.**

Las elecciones se celebrarán en las siguientes designados centros de votación en la Ciudad de Brenham, Texas, para los votantes de los Distritos Electorales:

Distrito Electoral 1: Nancy Carol Roberts Memorial Library
100 W. Martin Luther King, Jr. Pkwy.
Brenham, Texas

Distrito Electoral 2: City of Brenham City Hall
200 W. Vulcan Street
Brenham, Texas

Distrito Electoral 3: Brenham Junior High Band Hall
1200 Carlee Drive
Brenham, Texas

Distrito Electoral 4: Blinn Junior College Student Center
1007 Walter Schwartz Way
Brenham, Texas

La ciudad proporcionará al menos un AutoMARK v. 1.0 . Sistema de votación en cada sitio de votación en cada centro de votación utilizados para llevar a cabo estas elecciones.

PASADO Y APROBADO por el Consejo Municipal de la Ciudad de Brenham este _____ día de _____, 2019.

Milton Y. Tate, Jr.
Alcalde

ATESTIGUAR:

Jeana Bellinger, TRMC, CMC
Secretaria de la ciudad



AGENDA ITEM 16

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 2, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Election Services Contract Between the City of Brenham and Washington County Related to Election Responsibilities for the May 4, 2019 General Election and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: The City will be contracting with Washington County to provide various election services and election equipment for the May 4, 2019 General Election. This Election Services Agreement defines what each entity will be responsible for during the Election.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Interlocal Agreement between the City of Brenham and Washington County for the May 4, 2019 General Election		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an Election Services Contract between the City of Brenham and Washington County related to election responsibilities for the May 4, 2019 General Election and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		

**ELECTION SERVICES CONTRACT BETWEEN THE CITY OF
BRENHAM, TEXAS AND WASHINGTON COUNTY, TEXAS
FOR THE MAY 4, 2019 GENERAL 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) Express Vote Voting System to the City to be used for Early Voting; and
- Lease one (1) Express Vote 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 22, 2019 and shall end on Tuesday, April 30, 2019 except, as required by §85.005 of the Texas Election Code, early voting by personal appearance shall be conducted from 8:00 a.m. to 8:00 p.m. on Monday, April 29, 2019 and Tuesday, April 30, 2019.

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:	City of Brenham City Hall 200 W. Vulcan Street Brenham, Texas
Ward 3:	Brenham Junior High Band Hall 1200 Carlee Drive 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 Chief Deputy Elections Clerk, as a Deputy Early Voting Clerk to assist when needed. The City shall reimburse the County for any overtime compensation paid to Ms. Jackson by the County for City election preparation, Early Voting hours before 8 a.m. and after 5 p.m. and on the May 4, 2019 Election Day. County will provide documentation of overtime hours worked by Ms. Jackson on City election matters.

Section 5: Election Judges will deliver ballot boxes to Washington County Courthouse on Election night for counting. The Washington County Clerk'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 Express Vote Voting System equipment shall commence on April 22, 2019 and include any and all legally-required days for Early Voting, and shall terminate upon the completion of the May 4, 2019 Election. The City 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 Express Vote Voting System equipment: \$125.00 per machine for the first day of Early Voting; \$50.00 per machine for each additional day of Early Voting; and \$125.00 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 Express Vote voting machines shall be shared equally by all entities having an election on the same day.

USE

The City shall use the electronic voting equipment and supplies in a careful and proper manner. The City of Brenham Police Department shall take delivery of the equipment from the County Clerk of Washington County, Texas, and deliver to its polling locations. The City shall return the same to the County Clerk of Washington County, Texas immediately after the election for which it is rented.

The City shall comply with the County Clerk's instructions, as well as the manufacturer's manual, 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 the Express Vote Voting Systems;
- Order an appropriate number of Optical Scan ballots (as determined by the City Secretary and County Clerk);
- Order any required testing materials from ES&S (Election Systems & Software);
- Order programming for E-pollbooks;
- Order election forms supply boxes used during Early Voting, on Election Day, and at the Central Counting Station;
- Provide luggage for transporting supplies and ballots;
- Provide "Vote Here" and Handicapped signage;
- Provide voting booths; and
- Provide notice boards for postings.

The County shall be responsible for submitting the ballot order and arranging for programming the ballot(s) into the Express Vote 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 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 voting machine(s).

The City Secretary shall receive all applications for mail ballots and deliver them to the Washington County Chief Deputy Elections Clerk for processing in accordance with applicable election laws.

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 County Clerk 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, unused ballots and supplies 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 County Clerk 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 a General Election on May 4, 2019. Should the City cancel the May 4, 2019 General 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 4, 2019 General Election; and (2) any runoff election related to the City's May 4, 2019 General Election that is required to be held in the event a candidate does not receive a majority of all votes cast in the General 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 4, 2019 General Election, as well as any runoff election related thereto. The City Secretary, in consultation with the County Clerk, 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:

Beth Rothermel, County Clerk



AGENDA ITEM 17

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 2, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Jeana Bellinger	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 4, 2019 General Election and Authorize the Mayor to Execute Any Necessary Documentation		
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 issues related to the election and outlines what each entity will be responsible for during the May 4, 2019 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 ILAs with the County.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Interlocal Agreement between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 4, 2019 General Election		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham, Brenham Independent School District (BISD) and Blinn College for the May 4, 2019 General Election and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM, BRENHAM INDEPENDENT SCHOOL DISTRICT, AND BLINN COLLEGE FOR THE MAY 4, 2019 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 4, 2019 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, as well as the submission of required documents, if any, to the United States Department of Justice pursuant to the Voting Rights Act of 1965.
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, as well as the submission of required documents, if any, to the United States Department of Justice pursuant to the Voting Rights Act of 1965.
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, as well as the submission of required documents, if any, to the United States Department of Justice pursuant to the Voting Rights Act of 1965.
4. Early voting by personal appearance for the City, BISD and Blinn shall be held at a common location in the Washington County Annex Building located at 100 S. Park Street, Brenham, Washington County, Texas.

5. Early voting by personal appearance shall begin on Monday, April 22, 2019 and shall end on Tuesday, April 30, 2019, from 8:00 a.m. to 5:00 p.m. each weekday, provided however, that early voting by personal appearance be conducted from 8:00 a.m. to 8:00 p.m. on Monday, April 29, 2019 and Tuesday, April 30, 2019, as required by Section §85.005 of the Texas Election Code.
6. It shall be the responsibility of each party to provide its own deputy early voting clerk 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. Each party shall receive all applications for mail ballots and deliver them to the Washington County Chief Deputy Elections Clerk for processing in accordance with applicable election laws.
8. All ballots and ballot related supplies for early voting and Election Day will be provided 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 expenses related to any electronic voting equipment leased from Washington County.
11. All election judges and clerks 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 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 4, 2019. 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. Walter Jackson, Superintendent

ATTEST:

Printed Name: _____
Title: _____

BLINN COLLEGE

Dr. Mary Hensley, Chancellor

ATTEST:

Printed Name: _____
Title: _____



AGENDA ITEM 18

DATE OF MEETING: January 10, 2019		DATE SUBMITTED: January 3, 2019	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: James Fisher	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☐ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☒ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Section 551.087 – Texas Government Code – Economic Development Negotiations – Discuss and Deliberate Project BK Regarding Commercial or Financial Information that the City Has Received from a Business Prospect and the Offer of Financial or Other Incentives to a Business Prospect that the City Seeks to Have Locate In or Near the City of Brenham and With Which the City is Conducting Economic Development Negotiations			
SUMMARY STATEMENT: To be discussed in Executive Session.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS:			
B. CONS:			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: None			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: None			
APPROVALS: Milton Y. Tate, Jr.			



AGENDA ITEM 19

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.072 – Texas Government Code – Real Property – Discuss and Deliberate the Purchase of Real Property in the Downtown Area for Future Municipal Improvements		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 20

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Discuss and Deliberate City Manager’s Employment Agreement and Related Issues		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 21

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Chapter 380 Development Agreement Regarding Project BK and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	



AGENDA ITEM 22

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the Purchase of Real Property in the Downtown Area for Future Municipal Improvements and Authorize the Mayor to Negotiate and Execute Any Necessary Documentation		
SUMMARY STATEMENT: As discussed in Executive Session		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: As discussed in Executive Session		
APPROVALS: Milton Y. Tate, Jr.		



AGENDA ITEM 23

DATE OF MEETING: January 10, 2019	DATE SUBMITTED: January 3, 2019
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the City Manager's Employment Agreement and Related Issues and Authorize the Mayor to Execute Any Necessary Documentation	
SUMMARY STATEMENT: As discussed in Executive Session	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: None	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: As discussed in Executive Session	
APPROVALS: Milton Y. Tate, Jr.	