



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, DECEMBER 16, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Mayor Pro Tem Clint Kolby**
- 3. Special Recognitions**
 - ♦ **Librarian - Idalia Avezuela**
 - ♦ **Administrative Assistant - Alyssa Faykus**
 - ♦ **Cpl. Sierra Newell - Community Resource Officer**
- 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. Approve Ordinance No. O-21-033 on Its Second Reading Amending the FY2020-21 Adopted Budget

5-b. Accept a Donation from the Estate of May Dell Steinfeld in the Amount of \$114,332.12 for the Brenham Animal Shelter and Authorize the Mayor to Execute Any Necessary Documentation

- 5-c. Approve a Payment to Bluebonnet Electric Cooperative in the Amount of \$168,360.14 for the Installation of Underground Electrical Distribution Facilities Related to the Brenham Family Park Lift Station Refeed Project and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

- 6. Discussion and Presentation on Parklets in Downtown Brenham**

REGULAR SESSION

- 7. Discuss and Possibly Act Upon a License Agreement with Texas Ninety Six West, LLC for the Use of a Parklet on Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon Resolution No. R-21-036 Adopting New Policies and Procedures for City of Brenham Boards and Commissions**
- 9. Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2022 Sanitary Sewer Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 11. Discuss and Possibly Act Upon Resolution No. R-21-035 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department**
- 12. Discuss and Possibly Act Upon an Ordinance No. O-21-034 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)**

13. **Discuss and Possibly Act Upon Approval of Service Orders to the Master Services Agreement with AARC Environmental, Inc. for Tier II Reporting, Spill Prevention Control and Countermeasures (SPCC) and Texas Pollution Discharge Elimination System (TPDES) for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
14. **Discuss and Possibly Act Upon:**
 1. **A Cisco Enterprise User Agreement Between the City of Brenham and Cisco Systems, Inc. Related to the City of Brenham's Voice-Over-IP Phone System; and**
 2. **A Payment Agreement Between the City of Brenham and Presidio Technology Capital Related to the City of Brenham's Critical Network Hardware and Voice-Over-IP Phone System;**

And Authorize the Mayor to Execute Any Necessary Documentation

15. **Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation**
16. **Administrative/Elected Officials Report**
 - **Sales Tax Update - Susan Cates**

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

Adjourn

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

I certify that a copy of the December 16, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, December 13, 2021 at 10:00 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2021 at _____ AM PM.

Signature

Title

ORDINANCE NO. O-21-033

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2020-21 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2021, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2020-21 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2021, as shown on Exhibit A.

SECTION II.

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

PASSED and APPROVED on its first reading this the 2nd day of December 2021.

PASSED and APPROVED on its second reading this the 16th day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
FY2020-21 ADOPTED BUDGET
BUDGET AMENDMENT #5
EXHIBIT A

FUND	AMENDMENT PAGE #	REVENUES		GRANT REVENUES		ILA REVENUE (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING EXPENDITURES		DEBT PAYMENTS	GRANT/BOND		TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC
		(INC)/DEC	(INC)/DEC	(INC)/DEC	(INC)/DEC			INC/(DEC)	INC/(DEC)		INC/(DEC)	INC/(DEC)		
106 SANITATION FUND	1	(8,049)		-		-	-	8,049		-	-	-	-	-
107 DRAINAGE FUND	2	(7,737)		-		-	-	7,737		-	-	-	-	-
109 HOT TAX FUND	3	(42,341)		-		-	-	7,341		-	-	35,000	-	-
123 GAS SUPPLY FUND	4	(71,000)		-		-	-	295,741		-	-	-	-	224,741
203 AIRPORT CAPITAL IMPRV	5	-		(160,325)		-	-	178,139		-	-	-	-	17,814
225 MOTORCYCLE/PD EQUIP FUND	6	-		(26,847)		-	-	26,847		-	-	-	-	-
227 DISASTER RELIEF FUND	7	-		(154,821)		-	-	12,293		-	-	142,528	-	-
232 DONATIONS	8	-		-		-	-	4,500		-	-	-	-	-
237 STREETS/DRAINAGE IMPROVEMENT	9	-		-		-	(4,500)	-		-	-	-	-	(142,528)
249 TOURISM & PROMOTION FUND	10	44,000		-		-	(44,000)	-		-	-	-	-	-
260 BRENHAM COMM PROJ FUND	11	(2,517)		-		-	-	(10,983)		-	-	13,500	-	-
TOTAL		(87,644)		(341,993)		-	(191,028)	529,664		-	-	191,028	100,027	

FUND 106 - SANITATION FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
1. 4-615.00	GARBAGE REV-COMMERCIAL	REVENUE	(INC)/DEC	(977,181)	(8,049)	(985,230)	1. THIS AMENDMENT IS RECOGNIZE AN ABOVE BUDGET INCREASE IN COMMERCIAL GARBAGE COLLECTION REVENUES.
2. 5-100-450.80	COMMERCIAL-COLLECTION	EXPENDITURE	INC/(DEC)	977,181	8,049	985,230	2. THIS AMENDMENT IS TO RECOGNIZE AN ABOVE BUDGET INCREASE IN COMMERCIAL GARBAGE EXPENDITURES ASSOCIATED WITH REVENUES IN 1.

FUND 107 - DRAINAGE FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
3. 4-617.00	DRAINAGE FEE	REVENUE	(INC)/DEC	(673,857)	(3,230)	(677,087)	3. THIS AMENDMENT IS TO RECOGNIZE ABOVE BUDGET REVENUES IN DRAINAGE FEES, INTEREST INCOME AND MISCELLANEOUS REVENUE.
3. 4-710.00	INTEREST EARNED	REVENUE	(INC)/DEC	-	(4,279)	(4,279)	4. THIS AMENDMENT IS TO RECOGNIZE BUDGET SAVINGS IN FLEET RENTAL.
3. 4-790.00	MISCELLANEOUS REVENUE	REVENUE	(INC)/DEC	-	(228)	(228)	5. THIS AMENDMENT IS TO INCREASE THE BUDGET FOR HICKORY LANE DRAINAGE IMPROVEMENT. PROJECT COSTS INCLUDING ENGINEERING AND CONSTRUCTION TOTALLED \$200,537. A CHANGE ORDER WAS APPROVED BY COUNCIL ON 10/14/21. THE BUDGET INCREASE IS OFFSET BY HIGHER (THAN BUDGET) REVENUES FROM DRAINAGE FEES, INTEREST INCOME AND MISCELLANEOUS REVENUES (3) AND BUDGET SAVINGS IN FLEET RENTALS (4).
4. 5-041-408.10	RENTALS/LEASES-FLEET	EXPENDITURE	INC/(DEC)	6,000	(5,800)	200	
5. 5-041-815.41	OTHER CAPITAL-DRAINAGE IMPF	EXPENDITURE	INC/(DEC)	187,000	13,537	200,537	

FUND 109 - HOT TAX FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
6. 4-160.00	HOTEL/MOTEL OCCUPANCY TAX REVENUE		(INC)/DEC	(337,500)	(42,341)	(379,841)	6. THIS AMENDMENT IS TO RECOGNIZE HIGHER THAN BUDGET REVENUES FROM HOTEL OCCUPANCY TAX USED TO OFFSET HIGHER THAN BUDGET EXPENDITURES (SEE 7) AND TRANSFERS-OUT (SEE 8).
7. 5-124-450.00	OTHER SERVICES	EXPENDITURE	INC/(DEC)	-	7,341	7,341	
8. 6-000-602.49	INTERFUND TRNSF-VISITOR CEN	TRANSFER-OUT	INC/(DEC)	305,500	35,000	340,500	
							7. THIS AMENDMENT IS FOR UNBUDGETED EXPENSE OF TAX REMITTANCE SYSTEM MONTHLY SERVICE.
							8. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-OUT FROM FUND 109 HOT TAX TO FUND 249 TOURISM & PROMOTION WITH FUNDS BEING USED FOR THE VISITOR CENTER.

FUND 123 - GAS SUPPLY FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
9. 4-602.00	GAS UTIL REVENUES	REVENUE	(INC)/DEC	(2,279,076)	(42,000)	(2,321,076)	9. THIS BUDGET AMENDMENT IS TO RECOGNIZE HIGHER THAN BUDGET BILLED REVENUES DUE TO HIGHER PASS-THROUGH GAS SUPPLY COSTS.
9. 4-611.00	GAS COST ADJUSTMENT	REVENUE	(INC)/DEC	1,004,806	(29,000)	975,806	10. THIS BUDGET AMENDMENT IS TO INCREASE THE GAS SUPPLY COST BUDGET BY CONSULTANT AND ATTORNEY FEES. THE CONSULTANT IS BEING USED TO NEGOTIATE A NEW GAS SUPPLY CONTRACT FOR OCTOBER 1, 2021.
10. 5-100-402.00	AUDITS/CONSULTANTS	EXPENDITURE	INC/(DEC)	32,650	4,858	37,508	11. THIS BUDGET AMENDMENT IS TO INCREASE THE GAS PURCHASE COST BUDGET DUE TO HIGHER SUMMER GAS PRICES AND HIGHER VOLUMES DUE TO WINTER STORM URI.
10. 5-100-419.00	LEGAL FEES	EXPENDITURE	INC/(DEC)	100,000	83,582	183,582	
11. 5-100-705.00	GAS PURCHASE COST	EXPENDITURE	INC/(DEC)	1,274,270	207,301	1,481,571	

FUND 203 - AIRPORT CAPITAL IMPRV

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
12. 4-521.00	GRANT REVENUES	REVENUE	(INC)/DEC	(202,500)	(160,325)	(362,825)	12. THE BUDGET OF \$202,500 WAS FOR GRANT REVENUE FOR 90% OF THE AIRPORT MASTER PLAN WHICH WAS DEFERRED AND RE-BUDGETED IN FY21-22. THIS AMENDMENT IS FOR GRANT REVENUE FOR 90% OF THE CARRY OVER OF THE HUMP/BUMP REPAIR PROJECT.
13. 5-100-402.00	AUDITS/CONSULTANT FEES	EXPENDITURE	INC/(DEC)	225,000	(225,000)	-	13. THIS AMENDMENT IS TO DEFER THE AIRPORT MASTER PLAN PROJECT NOW BUDGETED IN FY21-22.
14. 5-100-815.00	OTHER CAPITAL OUTLAY	EXPENDITURE	INC/(DEC)	-	403,139	403,139	14. THIS AMENDMENT IS TO RECOGNIZE A CARRY OVER CAPITAL EXPENDITURE FOR THE HUMP/BUMP REPAIR WHICH WAS 90% REIMBURSED BY A GRANT. THE HUMP/BUMP PROJECT IS NOW COMPLETE.

FUND 225 - MOTORCYCLE/PD EQUIP FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
15. 4-521.00	GRANT REVENUES	REVENUE	(INC)/DEC	(2,844)	(26,847)	(29,691)	15. THIS BUDGET AMENDMENT IS TO RECOGNIZE RECEIPT OF THE RIFLE RESISTANT GRANT.
16. 5-100-208.00	CLOTHING/PERS PROTECTIVE	EXPENDITURE	INC/(DEC)	2,844	26,847	29,691	16. THIS BUDGET AMENDMENT IS TO INCREASE BUDGETS FOR POLICE GEAR PURCHASE PAID FOR WITH RIFLE RESISTANT GRANT, APPROVED BY COUNCIL ON NOVEMBER 5, 2020

FUND 227 - DISASTER RELIEF FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
17. 4-534.00	GRANT REVENUE	REVENUE	(INC)/DEC	-	(154,821)	(154,821)	17. THIS BUDGET AMENDMENT IS TO RECOGNIZE FEMA GRANT REVENUE RECEIVED FOR BURLESON AND LITTLE SANDY USED TO OFFSET ABOVE BUDGET EXPENDITURES (SEE 18) AND TRANSFERS-OUT (SEE 19).
18. 5-100-703.00	STREETS/INLETS/CURBS	EXPENDITURE	INC/(DEC)	-	12,293	12,293	18. THIS BUDGET AMENDMENT IS FOR UNBUDGETED PURCHASE OF CONCRETE AND HOT MIX TO COMPLETE INDUSTRIAL BLVD DRAINAGE PROJECT.
19. 6-000-602.37	INTERFUND TRNSF-STREETS AND TRANSFER-OUT	TRANSFER-OUT	INC/(DEC)	-	142,528	142,528	19. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-OUT FROM FUND 227 DISASTER RELIEF TO FUND 237 STREETS/DRAINAGE IMPROVEMENTS WITH FUNDS BEING USED TO REPAIR BURLESON AND LITTLE SANDY.

FUND 232 - DONATIONS

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
20. 5-100-208.54	CLOTHING/PER PROT EQUIP-ANI	EXPENDITURE	INC/(DEC)	-	3,692	3,692	20. THIS BUDGET AMENDMENT IS FOR UNBUDGETED SUPPLIES FOR PARKS USING DONATION FUNDS.
21. 5-100-250.01	OTHER SUPPLIES-PARKS	EXPENDITURE	INC/(DEC)	-	808	808	21. THIS BUDGET AMENDMENT IS FOR UNBUDGETED PURCHASE OF PROTECTIVE BODY ARMOR FOR ANIMAL CONTROL OFFICERS USING DONATION FUNDS.
22 6-000-602.60	INTERFUND TRNSF-BCPF	TRANSFER-IN	(INC)/DEC	-	(4,500)	(4,500)	22. THIS BUDGET AMENDMENT IS TO RECOGNIZE A TRANSFER-IN FROM THE BRENHAM COMMUNITY PROJECTS FUND WHICH WAS NOT BUDGETED.

FUND 237 - STREETS/DRAINAGE IMPROVEMENT

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
23. 6-000-602.27	INTERFUND TRF-DISASTER REL	TRANSFER-IN	(INC)/DEC	-	(142,528)	(142,528)	23. THIS BUDGET AMENDMENT IS TO BUDGET A TRANSFER-IN FROM FUND 227 DISASTER RELIEF WITH FUNDS BEING USED TO REPAIR BURLESON AND LITTLE SANDY.

FUND 249 - TOURISM & PROMOTION FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
24. 4-519.00	CULTURAL ARTS REVENUE	REVENUES	(INC)/DEC	(172,111)	44,000	(128,111)	24. THIS BUDGET AMENDMENT IS TO RECOGNIZE LOWER THAN BUDGET CULTURAL ARTS REVENUES.
25. 6-000-601.10	INTERFUND TRF-HOTEL	TRANSFER-IN	(INC)/DEC	(35,647)	(35,000)	(70,647)	
25. 6-000-626.00	INTERFUND TRF-COMM PROJ	TRANSFER-IN	(INC)/DEC	-	(9,000)	(9,000)	25. THIS BUDGET AMENDMENT IS TO BUDGET TRANSFER-INS FROM FUND 109 HOT TAX AND FUND 260 BRENHAM COMMUNITY PROJECTS FUND WITH FUNDS BEING USED FOR TOURISM AND MARKETING ACTIVITIES.

FUND 260 - BRENHAM COMM PROJECTS FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
26. 4-529.44	DONATIONS-COB	REVENUE	(INC)/DEC	-	(2,517)	(2,517)	26. THIS BUDGET AMENDMENT IS TO CREATE REVENUES FOR CITY OF BRENHAM DONATIONS TO OFFSET TRANSFERS-OUT IN 27.
27 5-100-920.20	COVID RELIEF GRANTS	EXPENDITURE	INC/(DEC)	10,983	(10,983)	-	27. THIS BUDGET AMENDMENT IS TO RECOGNIZE BUDGET SAVINGS IN COVID RELIEF GRANTS WHICH OFFSETS TRANSFERS-OUT IN 27.
28. 6-000-602.32	INTERFUND TRF-DONATIONS	TRANSFER-OUT	INC/(DEC)	-	4,500	4,500	28. THIS BUDGET AMENDMENT IS TO BUDGET TRANSFER-OUTS TO FUND 232 DONATIONS FUND AND FUND 249 TOURISM & MARKETING FUND.
28. 6-000-602.49	INTERFUND TRF-TOUR & MKT	TRANSFER-OUT	INC/(DEC)	-	9,000	9,000	



Regular City Council
AGENDA ITEM 5-B.

Agenda Item: Accept a Donation from the Estate of May Dell Steinfeld in the Amount of \$114,332.12 for the Brenham Animal Shelter and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Brenham Pet Adoption Center

Staff Contact: Allison Harper

SUMMARY STATEMENT:

Accept a Donation from the Estate of May Dell Steinfeld in the Amount of \$114,332.12 for the Brenham Pet Adoption Center. Once all matters are finalized, the remaining funds of Ms. Steinfeld's estate will be distributed. There is not a designation as to how the funds are to be used. At this time we are considering using a portion of the funds for an adoption trailer.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Accept a donation from the Estate of May Dell Steinfeld in the amount of \$114,332.12 for the Brenham Animal Shelter and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Approve a Payment to Bluebonnet Electric Cooperative in the Amount of \$168,360.14 for the Installation of Underground Electrical Distribution Facilities Related to the Brenham Family Park Lift Station Refeed Project and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

The Texas Parks and Wildlife Grant received for Phase I of the Brenham Family Park prohibits overhead electric lines. Currently, Bluebonnet overhead electric line is running through the park to service the nearby lift station and additional Bluebonnet customers. Power can be re-routed to the lift station by connecting to a planned Bluebonnet underground line that runs south of the Baker Katz property along Evelyn D. Kruse property. The new line for the lift station connects at the Kruse/City of Brenham property lines and runs east underground. After passing through Phase I of the Brenham Family Park, the new line feed goes overhead with connection to the lift station. Bluebonnet Electric Cooperative submitted a cost estimate of \$168,360.14 for this project and includes burial of 550 feet of 3 phase underground line to re-feed the Sewer Lift Station shown in exhibit A in RED and removal of the existing overhead line out of the park areas shown in exhibit A in GREEN. If approved by Council, Bluebonnet will begin construction upon receipt of payment.

This item was budgeted for FY21-22 in Fund 236 Capital/Non-Routine Item Fund I account 715.00 Other Capital.

ATTACHMENTS:

- (1) Cost Estimate
- (2) BBEC Site Ready Letter
- (3) Easement
- (4) Underground Line to Re-feed Sewer Lift Station
- (5) Removal of Existing Overhead Line

RECOMMENDED ACTION:

Approve payment to Bluebonnet Electric Cooperative in the amount of \$168,360.14 for the installation of underground electrical distribution facilities related to the Brenham Family Park lift station refeed project and authorize the Mayor to execute any necessary documentation.



PLEASE INCLUDE THE FOLLOWING LETTER WITH THE
METHOD OF PAYMENT

October 27, 2021

Debbie Gaffey
dgaffey@cityofbrenham.org

RE: Installation of the Overhead & Underground Electric Distribution Facilities for the **City of Brenham
Family Park Lift Station refeed.**
Account: 500065779 | MR Order # 10510 and 10511 | W.O. # 80674908 / 80674898

Dear Ms. Gaffey,

We have completed our design to provide electric service to the subject development based on the information you have provided and your plans dated **April 15, 2021**.

The total cost of your project is:	\$168,360.14
BBEC allocation towards your project is: -	\$0.00
Total contribution-in-aid of construction (CIAC):	\$168,360.14
Taxes:	\$0.00
Additional Required Deposit:	\$0.00
Total Invoice:	<u>\$168,360.14</u>

Please note that this cost estimate is contingent upon our ability to secure all easements and permits to extend electric service to your site. This cost estimate is subject to change for any revision to our design or for any site conditions that impede our construction and is good for 90 days from the date of this letter.

We require the following before our construction can commence:

1. Your payment of the **Total Invoice** amount noted above.
2. Your execution of the attached "site ready letter".

We will commence our construction after you have satisfied all of the above and we have verified that your site is ready for our construction. Scheduled construction dates for your project are contingent upon Bluebonnet's work load and weather.

Please call me if you need additional information.

Sincerely,

Scott Iselt

Scott Iselt
Project Coordinator
Toll: 888-622-2583, Ext. 8522 or Direct: 979-540-0195



October 26, 2021

Bluebonnet Electric Cooperative (BBEC)
Attn: Scott Iselt
P.O Box 240
Giddings, TX 78942

Scott,

This is to notify you that the site at my development, known as **Brenham Family Park Lift Station**, is ready for the installation of your electric distribution facilities:

1. The BBEC route has been cleared of trees, stumps construction materials, construction equipment and other obstructions.
2. The BBEC route has been filled or cut to final grade.
3. Lot lines and corners have been staked as required. Any reference stakes found missing will be replaced by our surveyors at your request.
4. All underground facilities (sewer, water, storm drainage, phone, gas, CATV, etc.) have been staked within along the BBEC route. Stakes are marked with depth, size, and type of facility.
5. The latest construction plans for the subject project are dated Enter a date. and a copy of these plans was sent to BBEC on April 15, 2021.
6. The above conditions will be maintained throughout the construction of BBEC facilities.
7. I understand that BBEC will provide a written notice when this project is released to the BBEC Construction Coordinator, who will contact me to schedule construction of BBEC facilities.

Signed for Owner/Developer

Date



EASEMENT

THE STATE OF TEXAS
COUNTY OF Washington

BEC internal use only

MAP REF. # 5840 097

W.O. #80674898, 80674908, 80691225

S.L. # _____

The undersigned City of Brenham a Texas home-rule municipal corporation, ("Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **BLUEBONNET ELECTRIC COOPERATIVE, INC.** ("Grantee"), whose post office address is P.O. Box 729, Bastrop, Texas 78602, and its legal representatives, successors and assigns, a non-exclusive, permanent and perpetual easement and right of way (the "Easement") in, upon, below or above Grantor's lands, situated in the County of Washington, State of Texas, and described as follows (the "Property"):

A tract of land consisting of approximately 74.3 acres in the A0076 Hiram Lee Tract 41, or described in a deed or other instrument recorded in **Volume/Book 1457, Page 6, or Instrument # 2013-6642**, Real Property Records of Washington County, Texas.

The area of the Easement for Overhead Electric Facilities shall be 15 feet on each side of the centerline of the initial line(s) as constructed by Grantee (the "Easement Area"), and the area of the Easement for Underground Electric Facilities shall be 10 feet either side of the initial line(s) as constructed by Grantee (the "Easement Area"), as illustrated on Exhibit "A" drawing attached hereto and made apart hereof for all pertinent purposes. In addition, Grantee shall have the right to install guy and anchor arrangements for the initial line(s) inside and/or outside the Easement Area when and where Grantee deems necessary; any area in which such guy and anchor arrangements are installed outside the Easement Area as defined above shall, while such items are in place, be included within the definition of the Easement Area.

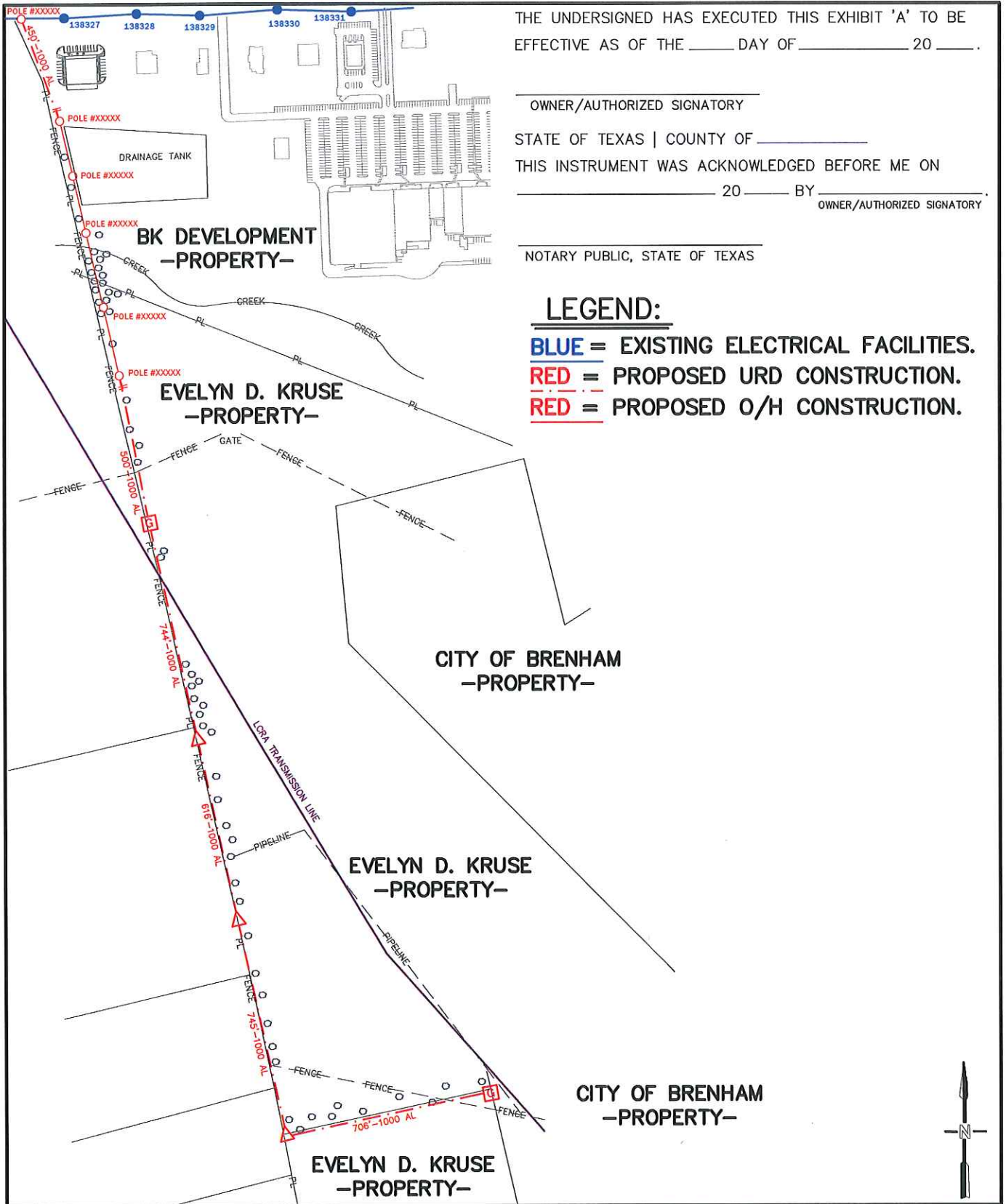
The purpose and scope of this Easement is to place, construct, re-construct, re-phase, operate, maintain, relocate, replace and remove in, upon, below or above the Easement Area an electric distribution line or system, telecommunications systems and equipment, or other services and systems, and its related appurtenances and equipment, and to cut, trim, chemically treat, and/or remove any or all trees, brush, shrubbery or other obstructions within or outside the Easement Area to the extent necessary to keep the Easement Area clear, or which might otherwise endanger or interfere with the efficiency of the lines, including the removal of any dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling even if same are located outside the Easement Area. Non-use of the Easement shall not be deemed an abandonment; the Easement shall only be terminated by written instrument executed by Grantee and recorded in the real property records of the county or counties in which the Easement Area is located. The purpose and scope of this Easement may not be changed, and Easement Area may not be relocated, without Grantee's and Grantor's mutual written consent.

Grantee shall have the right of pedestrian, vehicular, and equipment ingress and egress over the Property, or any other of Grantor's adjacent lands, to and from the Easement Area by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, for the purpose of placing, constructing, re-constructing, re-phasing, operating, maintaining, relocating, replacing and removing said lines and appurtenances, and may make use of such Property or other lands outside the Easement Area as is reasonably necessary for such activities, including the temporary placement of vehicles and equipment. Grantee shall promptly backfill any trench or other excavation made by it affecting the Easement Area, and shall also repair any damage to Grantor's property caused by the Grantee's exercise of its rights of ingress and egress caused by any wrongful or negligent act or omission of Grantee.

To have and to hold unto Grantee, its legal representatives, successors and assigns, forever. Grantor binds Grantor and Grantor's legal representatives, successors and assigns to warrant and forever defend all and singular the rights herein to Grantee, its legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise. This is an easement appurtenant and is a covenant running with the land.

Grantor may not construct or place any structures, devices, or obstacles in or on the Easement Area that may in Grantee's opinion constitute a hazard to the safe and reliable operation of the lines and appurtenances installed in the Easement Area or in the opinion of Grantee, a danger to Grantor or the general public.

EXHIBIT A



BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS

SCALE: NONE DATE: 08-08-21 CM PROJECT: KRUSE MARITAL TRUST
COUNTY: WASHINGTON MAP REF: 5840 097 008 048 W.O.#: 80691225

EXHIBIT A

THE UNDERSIGNED HAS EXECUTED THIS EXHIBIT 'A' TO BE
EFFECTIVE AS OF THE ____ DAY OF _____ 20 ____.

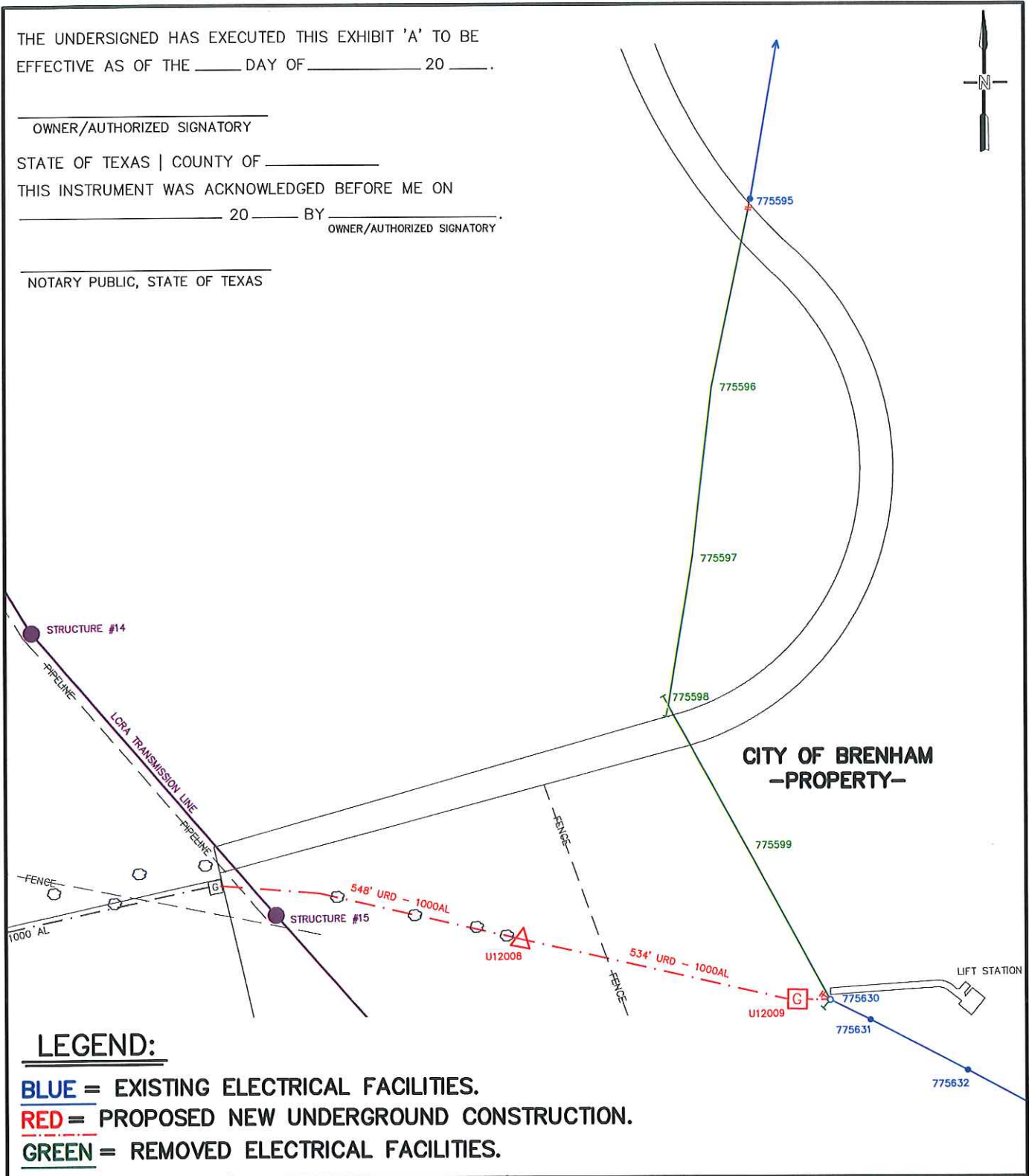
OWNER/AUTHORIZED SIGNATORY

STATE OF TEXAS | COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

____ 20 ____ BY _____
OWNER/AUTHORIZED SIGNATORY

NOTARY PUBLIC, STATE OF TEXAS



LEGEND:

BLUE = EXISTING ELECTRICAL FACILITIES.

RED = PROPOSED NEW UNDERGROUND CONSTRUCTION.

GREEN = REMOVED ELECTRICAL FACILITIES.

BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS

SCALE: NONE DATE: 10-19-20 CM PROJECT: CITY OF BRENHAM

COUNTY: WASHINGTON MAP REF: 5840 097 009 067

W.O.#: 80674898/
80674908



Regular City Council **AGENDA ITEM 6.**

Agenda Item: Discussion and Presentation on Parklets in Downtown Brenham

Meeting Type: Regular Meeting-December 16, 2021

Department: Main Street

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

The idea for the City of Brenham's first parklet began to form at a Texas Main Street annual training meeting in Nacogdoches in 2015 when Texas Main Street Design Staff presented the concept.

A parklet is a sidewalk extension that provides space and amenities and improves the downtown streetscape. The concept of parklets started in 2010 in San Francisco, but in 2015, only two other Texas cities were repurposing public spaces this way – San Marcos and Austin.

The timing could not have been better because back in Brenham, two savvy business owners were planning a new restaurant, 96 West, and were open to new ideas.

Selling the idea of a parklet was not a difficult one. There are numerous benefits to the communities that embrace the concept:

- Create a sense of place.
- Parklets are an economical solution to the need for additional spaces to gather in limited public spaces downtown.
- Parklets improve the pedestrian and whole downtown experience by creating spaces for people to socialize and linger.
- A Nelson/Nygard study cited a substantial increase in sales for area businesses and a 77% increase in pedestrians.
- Parklets beautify streets and help create downtown destinations

At the time, Main Street developed a Parklet Pilot Program with guidelines that fit the needs of our community at the time.

The City worked with restaurant owners Tami Redshaw and Edward Smith to develop a vision for what a parklet could accomplish for their business and Downtown Brenham.

The collaboration agreed to particular guidelines on how downtown parklets could work in Brenham:

- A license is granted to a business that agrees to be responsible for the design, installation, and ongoing maintenance.

- Restaurants are allowed to reserve the space during business hours, but it's open for public use at all other times.
- Specific criteria must be met related to design, including construction, ADA Accessibility; location;

Although our first parklet at 96 West could be considered nothing less than a tremendous success, no other businesses approached the City about the possibility of creating a parklet for the next six years.

But Downtown Brenham changed a lot over those years, and interest in the downtown area is at an all-time high. It is by far the biggest attraction in Washington County and becoming more so.

That significant change started in 2015, not only with the parklet, but with the addition of nightlife, and eventually murals and added lodging properties. Through all this, a focus on retail and restaurants, and our authentic historic fabric, make this a place people and businesses want to be.

And there's now an increased interest in creating more parklets downtown.

There's no doubt that this success has raised issues and must address concerns.

- How many parklets should be allowed downtown? How close should one be allowed to another?
- Can the positive impact of improved streetscape and downtown aesthetics offset the impact on limited parking? Can the need for parking be addressed in other ways?
- Should only certain types of businesses be allowed to create a parklet? Do relatively small sidewalks in certain areas where ADA restricts the use of sidewalks for outdoor seating need to require a parklet to be constructed instead? Should parklets only be allowed for food establishments?

Main Street has started asking these questions and has begun gathering information from other communities that are successfully incorporating parklets in downtown areas, and will be making recommendations to City Council in the upcoming months concerning their possible future in Downtown Brenham.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action. Discussion only.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon a License Agreement with Texas Ninety Six West, LLC for the Use of a Parklet on Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Main Street

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

In June of 2015, City Council approved a Parklet Agreement with Texas Ninety Six West, LLC. for one year, with an automatic renewal for four additional one year terms if neither party provided notice of termination.

The parklet has been a great success in offering additional public green space that is aesthetically pleasing and which adds to a growing, unique pedestrian experience in Downtown Brenham.

The City of Brenham's parklet program requires that design, installation and maintenance are the responsibility of the licensee. Through the years, 96 West has been a great partner, keeping their parklet area clean, neat and inviting for both their customers and the general public.

The Main Street Board and staff ask for your approval of this renewal of the Parklet License Agreement with 96 West.

ATTACHMENTS:

- (1) License Agreement
- (2) Exhibit A

RECOMMENDED ACTION:

Approve the license agreement with Texas Ninety Six West, LLC for the use of a parklet on Baylor Street in Downtown Brenham and authorize the Mayor to execute any necessary documentation.

LICENSE AGREEMENT - PARKLET

This License Agreement ("**Agreement**") is made this ____ day of _____, 2021 ("**Effective Date**") by and between the **CITY OF BRENHAM ("City")**, and **TEXAS NINETY SIX WEST, LLC** a Texas limited liability company with its address at 103 S. Baylor St., Brenham, Texas 77833 ("**Licensee**") acting by and through its authorized representative.

WITNESSETH:

WHEREAS, Licensee owns and operates the real property and improvements commonly referred to as Ninety-Six West located at 103 S. Baylor Street, Brenham, Texas; and

WHEREAS, Licensee constructed or caused to be constructed and currently operates and maintains a Parklet on a City right-of-way in accordance with a license agreement entered into by the City and Licensee on June 30, 2015; and

WHEREAS, the term of the June 30, 2015 license agreement has expired, and both the City and Licensee wish to renew the license through this new Agreement; and

WHEREAS, Licensee desires to continue operation and maintenance of said Parklet located at its current site ("**Parklet Location**") in accordance with the terms of this Agreement and Licensee's Parklet Plans and Specification attached to this Agreement as **Attachment "A" ("Plans")** (the Parklet to be established and maintained in the Parklet Location by Licensee in accordance with this Agreement and all attachments hereto is referred to herein as the "**Parklet.**" All references to the Parklet shall include the Parklet Location).

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

1. License; Conditions.

- A. License. Subject to the terms of this Agreement, the City grants a temporary, nonexclusive, revocable and nonassignable license to Licensee to enter the Parklet Location to establish, operate and maintain a Parklet in accordance with all Applicable Laws and the terms and conditions of this Agreement, including the Licensee's commitments set forth in the Application.
- B. Prior to entering the Parklet Location to commence any renovation of the Parklet, Licensee shall secure all necessary permits, licenses, and approvals from all appropriate departments, agencies, boards, or commissions of the City or other governmental entities that may be required by Applicable Law.

2. Title; AS-IS Condition of Parklet Location

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

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

3. Term.

- 3.1. The term ("Initial **Term**") of this Agreement shall be for one (1) year commencing on the Effective **Date** and shall terminate on the ____ day of _____, 2022, unless terminated earlier pursuant to the provisions of this Agreement.
- 3.2. If neither party provides notice of termination prior to the end of the Initial Term in accordance with Paragraph 11, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). This Agreement may be automatically renewed for an additional four (4) Renewal Terms, the last of which would end on the ____ day of _____, 2026.

4. Maintenance Obligations; Use Restrictions; Approvals.

- A. Licensee's Maintenance Obligations. Licensee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of designing, constructing, installing, repairing, operating, and maintaining the Parklet as set forth in this Agreement; provided, however, Licensee shall have no responsibility for City's subsurface improvements or property (except where Licensee causes damage to City's subsurface improvements or property, in which case Licensee shall be liable to the City for all costs necessary to repair such damage) and Licensee's responsibility for repairs and maintenance of the street surface shall be limited to damages beyond reasonable wear and tear. Licensee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and sanitary fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage utilizing the existing courses of flow for storm water runoff; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.
- B. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Licensee assumes sole responsibility for the operation, maintenance and management of the Parklet. The provisions of this paragraph do not apply to any City improvements installed or located below the surface of the Parklet Location.

- C. Licensee's Use; Use Restrictions. Licensee is hereby authorized to use the Parklet only in association with the operation of its restaurant business located at 103 S. Baylor Street, Brenham, Texas ("Restaurant"), said Restaurant operations to include: 1) customer seating, and 2) food and beverage service and consumption. Licensee is further hereby authorized to limit use of the Parklet for Restaurant customers only during the Restaurant's hours of operation ("Exclusivity Period"). At all other times the general public's use of the Parklet shall not be limited by Licensee. Licensee agrees that during the Exclusivity Period it shall not: permit any use of the Parklet except as specified in this Agreement; permit anything unlawful on the Parklet; permit a public or private nuisance on the Parklet; permit any Hazardous Substances (defined below) on the Parklet; permit an implied dedication of the Parklet; permit anything that disturbs or damages the surrounding properties; permit vehicle parking on the Parklet Location; permit smoking of any substance on the Parklet; permit any commercial or for-profit activity of any kind on the Parklet except as specified in this Agreement; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the City; permit any structures on the Parklet unless specifically permitted by this Agreement; permit alcoholic beverages or illegal drugs on the Parklet Location, except for alcoholic beverages served to Licensee's customers as authorized by a license/permit validly issued by the Texas Alcoholic Beverage Commission; permit fires on the Parklet, save and except, Licensee may place outdoor propane or butane heaters (utilizing heaters with liquefied petroleum gas cylinder(s) capable of holding a maximum of 20 lbs. of liquefied petroleum gas; said heaters and liquefied petroleum gas cylinder(s) must comply with all applicable federal, state and local laws and regulations) on the Parklet; permit personal property to be displayed, stored or sold on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Location except as may occur naturally on the street over which the Parklet is placed.
- D. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Licensee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the City Manager or the City Manager's designee (the "City Manager"). The review, approval, or consent by the City Manager of any plans, specifications, work or materials submitted or performed by Licensee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Licensee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the City Manager under this Agreement does not constitute any review, approval, consent, license or permit otherwise required under Applicable Laws by any City department, board, commission, or official. Licensee agrees that the Parklet, after construction and installation as approved by the City, shall not be expanded, enlarged or altered in any way without the prior written approval of the City.

5. Compliance with Applicable Laws; Hazardous Substances.

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

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

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

City understands and acknowledges that other than the Exclusivity Period, Licensee has no control over the use of the Parklet or the Parklet Location.

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

which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. **Licensee shall indemnify and hold City harmless against all costs, expenses, fines and fees related to environmental cleanup of the Parklet and surrounding the Parklet resulting, directly or indirectly, from Licensee's use of the Parklet under this Agreement.**

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

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

(i) WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease.

(c) All States coverage and Texas Endorsement.

(ii) GENERAL LIABILITY INSURANCE

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

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

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

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

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

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

10. Indemnification; Release.

- A. Licensee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Licensee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Licensee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees, or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.**
- B. In consideration of the license extended to Licensee by this Agreement, Licensee, and for Licensee's its contractors, and invitees and all persons claiming through any of them (collectively, including Licensee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Licensee's entry onto the Parklet Location, or Licensee's use of the Parklet Location; save and except those actions and causes of action, suits, claims and demands whatsoever in law or in equity that arise exclusively from the negligence or willful misconduct of the City, its departments, commissions, boards, officers, employees or agents. Licensee voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by the Licensee, its contractors, or invitees, while in, on or about the Licensed Property; save and except any loss, damage, or injury, including death that arises exclusively from the City, its departments, commissions, boards, officers, employees or agents. This Section 10 shall survive the expiration or earlier termination of this Agreement.**

11. Relocation; Termination of this Agreement.

- A. Relocation. Licensee understands and agrees that it shall, upon request of the City, and except in the case of an emergency, on not less than twenty-one (21) days' notice, relocate the Parklet, and/or remove the Parklet, including chairs, tables, and Licensee's other personal property, and that Licensee will pay all costs and expenses necessary for the performance of such relocation work.
- B. Termination: This Agreement may be terminated in any of the following ways:
- a. Written agreement of both parties;
 - b. By either party giving the other party one hundred twenty (120) days prior written notice; or
 - c. By City upon failure of Licensee to perform its obligations as set forth in this Agreement; provided, however, Licensee shall be provided written notice of its failure to perform and twenty-one (21) days after receipt of such notice to cure such failure.
 - d. If Licensee or any of its individual members, whether in their personal capacity or as a member of another LLC or partnership, becomes more than thirty (30) days delinquent on any debt owed to the City, City may terminate this Agreement; provided, however, City shall provide written notice to Licensee of the delinquency and twenty-one (21) days after receipt of such notice to pay the debt in full.

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

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

12. Notice.

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

City Manager
City of Brenham
200 W. Vulcan Street
Brenham, Texas 77833

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

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

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

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

LICENSOR: CITY OF BRENHAM

Date: _____

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

ATTEST:

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

LICENSEE: TEXAS NINETY-SIX WEST, LLC

Date: _____

Tami Redshaw, Managing Member
Texas Ninety-Six West, LLC

ATTEST:

By:
Title:

Attachment A

96 WEST AND PARKLET PROJECT

PLANNORTH ARCHITECTURAL CO.

PROJECT LOCATION:

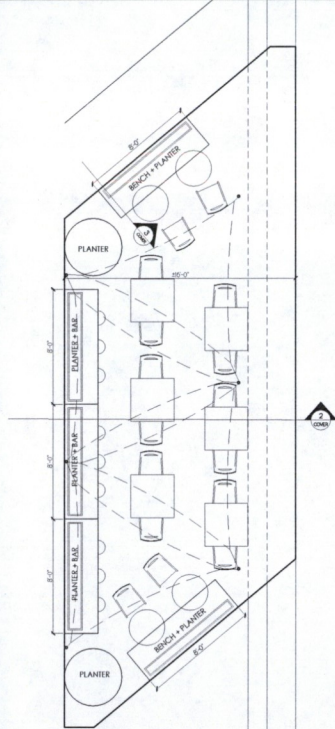
103 SOUTH BAYLOR
BRENHAM, TEXAS 77833

PLANNORTH

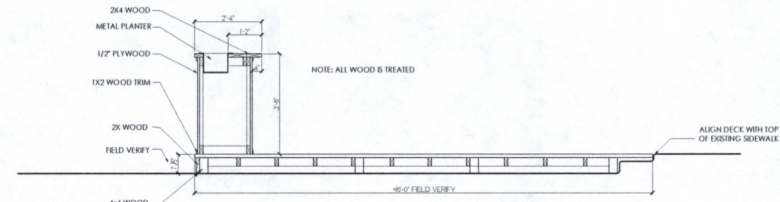


ARCHITECTURAL CO.

PERSPECTIVES



1 PARKLET PLAN SCALE: 1/4" = 1'-0"



2 PARKLET SECTION SCALE: 1/2" = 1'-0"

GENERAL PROJECT DATA

SCOPE OF WORK:
INTERIOR MODIFICATIONS OF EXISTING BUILDING APPROXIMATELY 4000 SQUARE FEET OF COSMETIC INTERIOR RENOVATIONS ON WOOD FRAME BUILDING SHALL INCLUDE BUT NOT LIMITED TO PAINT, MILLWORK, AND EXTERIOR PARKLET ADDITION

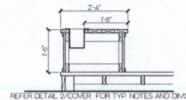
NO. OF BUILDING ON SITE: (1)
STORIES: ONE STORY
BUILDING AREA OF RENOVATED BUILDING: 4993 SF
PARKLET AREA: 599 SF

TEAM CONTACT INFORMATION

ARCHITECT

PlanNorth Architectural Co.
P.O. Box 2468
Brenham, Texas 77834

101 South Baylor
Brenham, Texas 77834
Phone: 979-421-8003

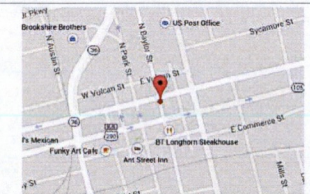


3 DETAIL SCALE: 1/2" = 1'-0"

DRAWING INDEX

COVER COVER SHEET WITH PARKLET FLOOR PLAN AND DETAILS
A101 EXISTING FLOOR PLAN
A201 INTERIOR ELEVATIONS AND REMODELED FLOOR PLAN

SITE LOCATION MAP:





Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-036 Adopting New Policies and Procedures for City of Brenham Boards and Commissions

Meeting Type: Regular Meeting-December 16, 2021

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

At the December 6th City Council meeting, the City Council discussed the attendance provision in the new policy and recommended that it be amended from the allowance of three (3) consecutive absences to two (2) consecutive absences. The council also wanted clarification that attendance at least 75% of all board meetings be required. The attendance section of the policy has been amended and is included in this packet for your review and consideration.

ATTACHMENTS:

- (1) Redline of Attendance Provision
- (2) Resolution No. R-21-036
- (3) Exhibit A - 2022 Board Policy

RECOMMENDED ACTION:

Approve Resolution No. R-21-0336 adopting new policies and procedures for City of Brenham Boards and Commissions.

Tourism Advisory Board

The Tourism Advisory Board was organized in 2021 to replace the Hotel Occupancy Tax Board. The Board's purpose and responsibility is to advise and support the Brenham/Washington County Destination Marketing Organization (DMO) and to advocate for the continued development of tourism and cultural assets.

The Board shall be composed of seven (7) voting members; all being residents of Washington County. Five (5) members shall be appointed by the City Council and two (2) members shall be designated by the Washington County Commissioners. The members designated by Washington County shall be (1) the Washington County Tourism Liaison; (2) a member of the Washington County Commissioners Court; or (3) the Washington County Expo Director.

SECTION 10. ATTENDANCE AT MEETINGS

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the whole board is affected.

Therefore, it is imperative that members maintain regular attendance. Members who cannot attend a meeting should contact the chairman or staff liaison concerning his or her absence prior to the meeting.

~~Two (2) consecutive absences from a board's regular meeting, or absences from more than 25% of the board's meeting in a six (6) month period~~ shall be deemed as neglect and may be cause for removal, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. The City Secretary's Office shall track and report any excessive absences to the City Manager. The City Manager will review each situation and determine if the board member should be recommended to the Council subcommittee for removal.

Deleted: Three (3)

Deleted: from a board's regular meeting

SECTION 11. ROLE OF STAFF LIAISON

A staff member shall be assigned as a liaison to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff liaison will ensure that the board understands Council's goals and vision for the community. The staff member is an ex officio member of the board but is not entitled to vote or preside over meetings.

The staff liaison will act as a communication conduit between the Council subcommittee and the board. The liaison shall attend all meetings, of their respective board, on behalf of the City and present and discuss facts pertinent to matters listed on the agenda and being considered.

RESOLUTION NO. R-21-036

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING NEW POLICIES AND PROCEDURES FOR CITY OF BRENHAM BOARDS AND COMMISSIONS

WHEREAS, Art. III, Section 23 of the City of Brenham Charter provides that the City Council has the authority to establish such Boards and Commissions as it deems necessary to carry out the functions and obligations of the City; and

WHEREAS, the City Council desires to establish uniform policies and procedures for all Boards and Commissions of the City of Brenham; and

WHEREAS, the Council Subcommittee on Boards and Commissions, consisting of Councilmember Canales, Councilmember Cook and Councilmember Saunders, recommend the adoption of the revised Policies and Procedures for Boards and Commissions for the City of Brenham, Texas; and

WHEREAS, it is in the best interest of the City of Brenham to accept the recommendation of the Subcommittee and adopt the revised Boards and Commissions Policy;

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

Section 1: That Council hereby adopts the Policies and Procedures for Boards and Commissions, attached hereto as “Exhibit A” and incorporated herein for all pertinent purposes.

Section 2: That the new Policies and Procedures for Boards and Commissions be in full force effective January 1, 2022 and supersede any prior existing policies.

PASSED and APPROVED this 2nd day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

“Exhibit A”
POLICIES AND PROCEDURES FOR BOARDS AND COMMISSIONS
Effective January 1, 2022

SECTION 1.
PURPOSE AND SCOPE

The purpose of this Policies and Procedures for Boards and Commissions document (“Policy”) is to establish uniform procedures for all advisory and other boards and commissions of the City. Board and commission members are appointed by the Brenham City Council (“Council”) and serve at the pleasure of Council and will not be granted special privileges because of their appointment. For the sake of brevity, the use of the term “board” throughout this Policy shall be interpreted to include the term “commission” except where the context requires otherwise.

This Policy applies to all persons appointed to boards and commissions by Council, unless otherwise provided herein or other applicable law. Persons appointed by other governmental bodies or entities may not be required to abide by all the rules outlined in this Policy.

SECTION 2.
MEMBER ELIGIBILITY

Applicant qualifications include the following:

- Must be a resident of Washington County for at least one (1) year prior to the date of the appointment (unless specified otherwise in this policy);
- Must be a qualified voter in Washington County;
- May not apply to serve on the same board with any immediate family members;
- Members of City Council are not eligible to serve unless required by federal, state, or local laws and regulations, and
- City employees are not eligible to serve unless otherwise provided in this policy or required by federal, state, or local laws or regulations.

All qualified persons, applying for the first time, must complete an “Application for Appointment to City of Brenham Boards and Commissions” form and submit it to the City Secretary before October 1st. Current members wanting to be reappointed to their current board/commission must submit a “Request for Re-Appointment to City of Brenham Boards and Commissions” form to the City Secretary prior to October 1st. If a current member would like to be considered for appointment to a different board, he/she will need to submit the “Application for Appointment” form for the board or commission for which they would like to be considered.

Unless otherwise provided herein or other applicable law, members shall be appointed to terms of three (3) years and may be removed at any time by Council. Terms of office will be staggered. In the event a vacancy occurs prior to the expiration of a full term, the Council may appoint a new member to complete the unexpired term of the vacant position. Any member of a board or commission may be eligible for re-appointment by the Council unless such appointment is prohibited by the term limitation provisions set forth in Section 6 of this Policy.

In addition to the eligibility requirements outlined in this Policy, the City Council shall determine the specific skills and experience desired for each board. Also, in the event that other applicable law requires certain qualifications, those qualifications will be required.

SECTION 3. **RECRUITMENT**

Advertising of scheduled board vacancies for terms expiring on December 31st will begin on or near September 1st.

Advertisement for board volunteer recruitment may be conducted in a variety of ways including, but not limited to:

- posting of notice on official City bulletin board
- press releases
- utility billing inserts
- website advertisements
- social media resources
- nomination by invitation

SECTION 4. **APPLICATION PROCESS**

On or before September 1st of each year, the City Secretary will post information on the City's website and social media sites encouraging qualified people to fill out an application to serve. The City Secretary's office will mail and/or e-mail reappointment application forms to all current board members with an expiring term.

The "Request for Appointment" application will solicit information about the applicant's background, including current and past occupations and involvement in and knowledge of issues related to the subject of the board to which they are applying. In addition to the completed application, applicants are encouraged to submit a short bio or resume. Persons may apply for more than one board.

A shorter "Request for Re-appointment" form will be used for incumbent board members seeking another term. Incumbents will also be required to submit their request to serve another term to the City Secretary's office.

All requests for appointment must be returned to the City Secretary no later than October 1st. Any applications received after the deadline may not be considered.

Applications are considered current for one (1) year from submittal date, after which the application will be removed from consideration. In order to be considered in the next recruitment period, the applicant will be required to submit a new application.

SECTION 5. **SELECTION PROCESS**

The City Manager and City Secretary, along with a subcommittee of the Council, will review all submitted applications. Additional information that could be used in reviewing applications include information from the staff liaison, attendance records, and training records. The subcommittee may also consider past applications submitted by an applicant and previous experience on other boards.

In December, the Council subcommittee will make a recommendation of appointments to the full Council for consideration. In the event appointments are not made in December, all members with expiring terms will continue to serve until their successor is appointed by Council.

SECTION 6. **TERM OF OFFICE**

Board members serve for three (3) year, staggered, terms unless a shorter term is required by law or is necessary to facilitate even staggering of terms among members of a board. All terms expire on December 31. In the event an appointment is not made prior to the expiration of a member's term the board member shall continue to serve until their successor is appointed by Council.

No board member shall be appointed to more than three (3) consecutive terms on any single board. After a minimum absence of one (1) year from a board, the Council may choose to reappoint the member back to the board on which they previously served. If a member is appointed to a term of less than three (3) years, the incomplete term will not be counted as a term for purposes of calculating eligibility under this Section. The term limit provisions of this Section shall not apply to members of board for which a term of less than three (3) years is required by a law that supersedes this policy.

The Council retains the right to replace any appointed member at any time and for any reason. Board members are appointed for a limited purpose and time, and once the assigned term of office is completed and Council has appointed their successor, they are excused from service on the board unless the Council selects them for another term of service in accordance with this Policy.

SECTION 7.

MID TERM APPOINTMENTS

Occasionally, a board member may be unable to finish his or her term or will be removed by the Council prior to his or her term ending. In such cases, the vacant position may be filled by a mid-term appointee who will serve out the remainder of the other member's term.

Instead of soliciting applicants for the vacancy, the Council subcommittee may refer to the previously submitted applications kept by the City Manager's Office. If there are no appropriate open applications for the vacant position(s), a new application solicitation campaign could take place in the same manner as the typical annual recruitment process.

SECTION 8.

NEW MEMBERS

After appointment by Council, all new members should make every effort to become as familiar as possible with all aspects of his or her particular board. To aid in the process, new members will be furnished with the contact information of the other members, as well as applicable information and regulations that govern that board.

Members of all boards shall complete board training within ninety (90) days of their appointment by Council. The training will include the Texas Open Meetings Act, basic Robert's Rules of Order, and applicable ethics training. The training course will be free to all attendees and will be conducted by the City Secretary. Board members must complete this training at least once every three (3) calendar years. A board member who does not comply with the training requirements may not be eligible for re-appointment.

Members of the Historic Preservation Board, Tourism Advisory Board, Planning and Zoning Commission and the Brenham Community Development Corporation Board will be required to complete additional training specific to the duties and responsibilities of these boards. This training will be selected by the City Manager and must be completed at least once every three (3) years.

Members of the Building and Standards Commission, the Planning and Zoning Commission, and the Board of Adjustments must complete and execute the written Statement of Appointed Officer and take the Oath of Office upon appointment. These members must sign the Oath and it must be notarized and kept in the City Secretary's Office. Persons authorized to administer the statement and the oath are the City Secretary, and any notary public.

SECTION 9.

GENERAL DUTIES AND RESPONSIBILITIES OF BOARDS AND COMMISSIONS

Most boards and commissions shall act in an advisory capacity and make recommendations to the Council on issues specific to each respective board's duties and responsibilities; however, actions taken by the Building Standards Commission, the Board of Adjustments, the Planning and Zoning Commission, and the Brenham Community Development Corporation are final, unless required by state law to be approved by the City Council.

No member of a board or commission shall become involved in the daily operation of the City or in personnel/employment matters. The general duties and responsibilities of each advisory board or commission is as follows:

Animal Services Advisory Board

The purpose and responsibility of the Animal Services Advisory Board shall include, but not be limited to, the following:

- To review and recommend procedures for the care and maintenance of the animal shelter facility and impounded animals to ensure compliance with state law, and
- To periodically review the City's animal control ordinances and make recommendations to Council for revisions as needed.

As mandated by State law, the Board must be comprised of one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter; and one (1) representative from an animal welfare organization. This Board also has one (1) citizen representative.

Board of Adjustments

The Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, or decision made by the City's Zoning Administrator, including appeals alleging error in the interpretation of the classification of any zoning use, and hears and decides special exceptions and variances as provided for in the City's zoning ordinance.

The Board consists of five (5) members. The Board may have up to four (4) alternate members who serve in the absence of one or more regular members when requested to do so by the Staff Liaison.

Brenham Community Development Corporation

The Brenham Community Development Corporation (BCDC) promotes economic and community development within the city and on behalf of the city by developing, implementing, providing, and financing projects as defined in Section 4B of the Development Corporation Act (Article 5190.6 V.T.C.S.), currently codified in Chapter 501 et seq. of the Texas Local Government Code. The Board is operated according to state law and its own Articles of Incorporation and Bylaws.

Brenham Police Citizen Advisory Board

The Brenham Police Citizen Advisory Board (CAB) was created to act as a community resource for the Police Chief in the formation of strategies, development of community policing concepts and programs, to serve as an advisory body on certain police matters, fostering and enhancing public transparency and trust, and increasing public awareness.

Building Standards Commission

The Building Standards Commission hears and determines cases concerning alleged substandard buildings and structures. It also grants or denies requests for variances from the building code of the City of Brenham. The Board consist of five (5) members and each member must be a resident of the City.

Historic Preservation Board

The Brenham Historic Preservation Board was organized in 2021 and is charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within the city's Historic Districts are protected.

The Board shall be composed of seven (7) voting members appointed by the City Council. A minimum of four (4) Board members shall be property owners within a Historic District, or an owner of a Historic Landmark. The other members should be appointed, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. All Board members shall have a known and demonstrated interest, competence, or knowledge of historic preservation.

Library Advisory Board

The Library Advisory Board plans for future development of the Nancy Carol Roberts Memorial Library which may include establishing, reviewing and updating policies; monitoring existing operations; making recommendations regarding fee schedules for services, and considering ways to better utilize library facilities.

The Board consists of nine (9) members. Five (5) members are nominated by the Brenham Fortnightly Club from its membership.

Main Street Board

The Main Street Board develops plans and programs to stimulate both historic preservation and economic vitality for downtown Brenham, according to the Texas Historical Commission's criteria for Main Street Communities.

The Board consists of eleven (11) members. The members shall be knowledgeable about downtown Brenham, marketing, financing, and historic preservation.

Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board assists in the planning and operation of the parks and recreations system and reviews and monitors existing operations and considers ways to better utilize existing facilities. The Board consists of nine (9) members with the majority of members being City residents.

F. Planning and Zoning Commission

As provided by the laws of the State of Texas and ordinances of the City of Brenham, the Planning and Zoning Commission approves or disapproves land subdivision plat or re-plats; vacates plats or re-plats; holds public hearings and makes recommendations to the Council relative to creation, amendment and implementation of zoning regulations, use classifications and districts; recommends to the Council plans, programs, policies related to future growth and development of the City; and performs other duties and responsibilities as may be referred to the Commission by the Council. The Commission consists of seven (7) members and each member must be a resident of the City.

Tourism Advisory Board

The Tourism Advisory Board was organized in 2021 to replace the Hotel Occupancy Tax Board. The Board's purpose and responsibility is to advise and support the Brenham/Washington County Destination Marketing Organization (DMO) and to advocate for the continued development of tourism and cultural assets.

The Board shall be composed of seven (7) voting members; all being residents of Washington County. Five (5) members shall be appointed by the City Council and two (2) members shall be designated by the Washington County Commissioners. The members designated by Washington County shall be (1) the Washington County Tourism Liaison; (2) a member of the Washington County Commissioners Court; or (3) the Washington County Expo Director.

SECTION 10. **ATTENDANCE AT MEETINGS**

The Council is most appreciative of the dedication and contribution by those who are willing to donate their time to community service. Any decision reached by any of these boards has an impact on the entire community. Therefore, if a quorum is not present because of habitual absenteeism by certain members, the integrity of the whole board is affected.

Therefore, it is imperative that members maintain regular attendance. Members who cannot attend a meeting should contact the chairman or staff liaison concerning his or her absence prior to the meeting.

Two (2) consecutive absences from a board's regular meeting, or absences from more than 25% of the board's meeting in a six (6) month period shall be deemed as neglect and may be cause for removal, unless such absences were due to unusual circumstances beyond the member's control such as sickness of the member or someone within the member's immediate family. The City Secretary's Office shall track and report any excessive absences to the City Manager. The City Manager will review each situation and determine if the board member should be recommended to the Council subcommittee for removal.

SECTION 11. **ROLE OF STAFF LIAISON**

A staff member shall be assigned as a liaison to each board to perform support services, provide technical data, prepare agendas, post notices of meetings, prepare minutes of the meetings, and other related functions. The staff liaison will ensure that the board understands Council's goals and vision for the community. The staff member is an ex officio member of the board but is not entitled to vote or preside over meetings.

The staff liaison will act as a communication conduit between the Council subcommittee and the board. The liaison shall attend all meetings, of their respective board, on behalf of the City and present and discuss facts pertinent to matters listed on the agenda and being considered.

The staff liaison may arrange a meeting with all new members prior to their first meeting for briefings on procedures, legal responsibilities, duties of the board, and background information on items that may be considered at the next meeting.

At least once per year, in a regular meeting of City Council, the staff liaison or Chair for each board shall provide an update for Council regarding the activities of the Board.

SECTION 12. **CONFLICTS OF INTEREST**

Members of the Planning and Zoning Commission, Board of Adjustments, and Building Standards Commission shall comply with the requirements of Chapter 171 of the Texas Local Government Code and Article III, Sec. 6 of the Brenham City Charter with respect to conflicts of interest. It is the responsibility of each member of these boards to file a "Conflict of Interest" affidavit (Exhibit A) with the City Secretary's Office when a conflict exists because he or she has a substantial interest in a matter being considered by the board. Substantial interest means the individual:

- Owns 10% or more of the voting stock or shares of the business;
- Owns either 10% or more than \$15,000 of the fair market value of the business;
- Receives funds from the business that exceeds 10% of the person's gross annual income for the preceding year;
- Ownership in real property with a fair market value of \$2,500 or more, or
- Relative within the first degree of consanguinity or affinity has a substantial interest.

Advisory board members shall abstain from participation in a matter when a personal interest creates or gives the appearance of being a conflict of interest. However, if the majority of members of the same advisory board have similar conflicts of interest in the same matter under consideration by the board, such members are not required to abstain from participating or voting on the matter.

SECTION 13. **MEMBERSHIP ON MULTIPLE BOARDS**

If a member is serving on more than one board, the member, before discussing and/or voting on a decision that involves funding which impacts matters specific to another board's duties and responsibilities on which said member serves, shall verbally disclose his/her membership on any other board impacted by the funding decision to the other board members in attendance at the meeting. Said member may fully participate in the discussion and vote on the decision involving funding after disclosing his/her membership on any other board impacted by the funding decision.

SECTION 14. **CONDUCT OF MEETINGS**

- A. Each Board shall, in its first meeting of the calendar year, elect a Chair and Vice-Chair to serve for a one (1) year term. The Chair of each board shall call the meeting to order and preside at the meetings. In the absence of the Chair, the Vice-Chair shall preside. If both the Chair and Vice-Chair are absent from a meeting, the members in attendance shall elect a member to serve as a presiding officer during the meeting.
- B. The Chair shall address the posted items on the agenda in any order he or she chooses as long as every item is addressed.
- C. A motion may be made by any member other than the presiding officer. A second to the motion is required before a vote can be taken. Any motion dies from a lack of a second.
- D. Roberts Rule of Order shall be used as a guideline to conduct meetings.
- E. All meetings will be held in compliance with the Open Meetings Act ("The Act") and shall be open to the public, except for those items considered at a meeting which are authorized by the Act to be discussed in Executive Session. Items not on a properly posted meeting agenda may not be debated or discussed. The Chair or staff liaison shall have the authority to immediately adjourn the meeting without a vote if necessary to prevent violation of the Act.
- F. The conduct of board members reflects upon the full City Council; therefore, it is expected that board members conduct themselves in an orderly and civil manner during meetings. Board members shall not use aggressive or profane language, interrupt, or insult others, raise their voices, or in any other way detract from the professional decorum of a meeting. If a board member engages in inappropriate conduct that cannot be controlled by the Chair or staff liaison, the Chair or liaison may immediately adjourn the meeting without a vote. Any board member that acts in an inappropriate way in such that a meeting must be adjourned, said board member will be reported to the City Manager.

SECTION 15. **RECORDS OF MEETINGS**

The City Secretary's Office shall maintain the official record of all board and commission meetings, which will include:

- **AGENDA:** The agenda will serve as the order of business and provide the form for posting of the notice of meetings. The official posting of the agenda must be at least 72 hours in advance of the meeting in a place readily accessible to the public. The agenda must also be posted on the City's website. A copy of the agenda should also be made available to local news media. In the event a regularly scheduled meeting is cancelled, notices should be posted stating that the meeting has been cancelled.
- **AGENDA PACKET:** Copies of the agenda, along with all supporting documentation, shall be provided to each member in advance of the meeting date. This information shall also be made available in advance of the meeting on the City's web site.
- **MINUTES OF MEETING:** The staff liaison will be responsible for keeping an accurate record of all proceedings. The minutes shall include a record of attendance, summary of the discussion, recommendations, and a record of the Board's voting. The minutes shall also be available on the City's website.

Approved by City Council: December 16, 2021 (R-21-036)



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

See attached memo from City Secretary, Jeana Bellinger.

ATTACHMENTS:

(1) Memo from City Secretary

RECOMMENDED ACTION:

Approve all recommendations, as presented, for appointments and/or re-appointments to various City boards and commissions and authorize the Mayor to execute any necessary documentation.



To: Mayor and City Council

From: Jeana Bellinger, TRMC, CMC
City Secretary

Subject: Advisory Boards & Commissions

Date: December 13, 2021

The past several years, there have been multiple changes and revisions to the City's policies and procedures on advisory boards and commissions. Due to these changes, the terms of all current board and commission members needed to be re-staggered.

The past several weeks, a Sub-Committee of the City Council (Councilmembers Canales, Cook and Saunders) have met with staff to review each board and all its members terms. It is the recommendation of the Council Sub-Committee and staff to reappoint current serving board members to either a one (1) year term or a two (2) year term which will correct all of the staggering.

The appointment to shorter terms now will correct the staggering and allow for the Council Subcommittee to go through the complete application process in the summer of 2022, as outlined in the revised policy.

Please note that there are a handful of vacancies that will be brought back to the City Council in early 2022, for consideration. At this time the following citizens are being recommended for re-appointment:

Animal Services Advisory Board:

- 1-year term, expiring on December 31, 2022
 - Dr. Lee Panko
 - Alison Harper
 - Sharon Guelker
- 2-year term, expiring on December 31, 2023
 - Pam Ruemke
 - VACANT

Library Advisory Board – City Representatives:

- 1-year term, expiring on December 31, 2022
 - Lillian Marshall
 - Keith Herring
 - Jerry Jares
- 2-year term, expiring on December 31, 2023
 - Carol Kiphart

Library Advisory Board – Fortnightly Representatives:

- Sabrina Roberts
- Jody Tyson
- Janie Mehrens
- Lu Hollander
- Renee Mueller

Main Street Board:

- 1-year term, expiring on December 31, 2022
 - Margie Young
 - Tiffany Morisak
 - Jon Hill
 - Tom Whitehead
 - Melinda Faubion
 - Connie Wilder
- 2-year term, expiring on December 31, 2023
 - Lowell Ogle
 - Douglas Peck
 - Elizabeth Price
 - Pete Simpson
 - Wendy Kay Meaux

Parks and Recreation Board:

- 1-year term, expiring on December 31, 2022
 - Bill Betts
 - Jim Baker
 - Delbert Boeker
 - Paula Buls
- 2-year term, expiring on December 31, 2023
 - Tina Henderson
 - Ginger Bosse
 - Lee Chalmers
 - Andrea Fischer
 - William Robinson

Planning and Zoning Commission:

- 1-year term, expiring on December 31, 2022
 - Keith Behrens
 - Marcus Wamble
 - Deanna Alfred
 - Calvin Kosie
- 2-year term, expiring on December 31, 2023
 - Catharyne Neil
 - Artis Edwards, Jr.
 - Chris Cangelosi

The following boards are mandated by state law or their own Articles of Incorporation; therefore, their term staggering was not affected by the various changes in the City's policy the past few years. It is the sub-committee's recommendation that these members be reappointed as shown below:

Board of Adjustment

- 2-year term, expiring on December 31, 2023
 - Jon Hodde
 - Mary Lou Winkelmann
 - Walt Edmunds

Brenham Community Development Board (BCDC)

- 2-year term, expiring on December 31, 2023
 - John Hasskarl
 - Darrell Blum
 - Ken Miller
 - Charles Moser

Brenham Housing Authority

- 2-year term, expiring on December 31, 2023
 - John Harris
 - Wanda Cooley
 - Ray Daugbjerg
 - George Dillingham
 - Ken Miller

Building Standards Commission

- 2-year term, expiring on December 31, 2023
 - Arlen Thielemann
 - Walt Edmunds
 - Stoney Lacina

There are also a few new advisory boards; please see below a simple description of each, along with the member appointments being recommended:

Police Department Citizen Advisory Board:

The Brenham Police Citizen Advisory Board (CAB) was created by Chief Parker to act as a community resource in the formation of strategies, development of community policing concepts and programs, to serve as an advisory body on certain police matters, fostering and enhancing public transparency and trust, and increasing public awareness. It is comprised of a wide cross-section of community members representative of Brenham. The membership of the board consists of citizens from throughout the community who represent a range of interests and experiences.

- 2-year term, expiring on December 31, 2023
 - Brian Ross (HOA)
 - VACANT (LGBTQ)
 - VACANT (Senior Citizen)
 - James McDonald (Minority/Faith)
 - VACANT (Blinn Student)
 - Dr. Karmen Williams (Education)
 - Leigh Linden (Citizen)
- 3-year term, expiring on December 31, 2024
 - Matt Sweeney (Faith)
 - Whitney Hooks (Banking)
 - Shae Janner (Chamber of Commerce)
 - Alpesh Patel (Hoteliers)
 - Barbara Ross (Senior Citizens)
 - Lori Ruis-Wamble (Education)
 - Jesse Vela (Small Business Owner)
 - Jennifer Hill (Citizen)

Historic Preservation Board

The Brenham Historic Preservation Board was organized in 2021 and is charged with the responsibility of assuring that the integrity of designated Historic Landmarks and properties within the city's Historic Districts are protected. The Board consist of seven (7) members; a minimum of four (4) members shall be property owners within a Historic District, or an owner of a Historic Landmark. The other members should be, to the extent possible, from the following categories: architect with historic preservation experience; planner; design professional; historian; licensed real estate broker; attorney; or member of a historic preservation society. As mandated in the historic preservation ordinance, these board members drew lots for their terms.

- 3-year term, expiring on December 31, 2024
 - Brad Tegeler
 - Jennifer Hermann
 - Bob Grabarschick
- 2-year term, expiring on December 31, 2023
 - Stacy Marhofer
 - Hal Moorman
 - Paul Homeyer
 - Mike Vance

Tourism Advisory Board

The Tourism Advisory Board was organized in 2021 to replace the Hotel Occupancy Tax Board. The Board's purpose and responsibility is to advise and support the Brenham/Washington County Destination Marketing Organization (DMO) and to advocate for the continued development of tourism and cultural assets. The Board shall be composed of seven (7) voting members; all being residents of Washington County. Five (5) members shall be appointed by the City Council and two (2) members shall be designated by the Washington County Commissioners. The members designated by Washington County shall be (1) the Washington County Tourism Liaison; (2) a member of the Washington County Commissioners Court; or (3) the Washington County Expo Director.

- 2-year term, expiring on December 31, 2023
 - Jenny Van Dorf
 - William Atwood
 - Jean Shoup
- 3-year term, expiring on December 31, 2024
 - Stacey Walters
 - James Pharaon

If you have any questions about any of these appointments, please don't hesitate to reach out to me or one of the Sub-Committee members.



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2022 Sanitary Sewer Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

During the 2021-22 budget meetings it was decided that funds would be allocated to address several Sanitary Sewer infrastructure projects that we have been having issues with. Not only have these areas had issues at the same time we will be considering growth while designing and constructing new infrastructure.

We have asked to prepare a Professional Services Agreement to provide surveying, project planning, project design, preparation of construction documents and bidding of three areas within our sanitary sewer service area. The areas that will be address are the Industrial Blvd Lift Station, Stone Hollow Lift Station and force main, and a sanitary creek crossing located at Ralston Creek. These 3 areas have had issues in the past and are in need of upgrades.

Strand has been our go to design team for projects associated with wastewater improvements most recently working with the City of improvements to the Munz Lift Station and the Ralston Creek Lift Station. With this agreement it will allow staff top work with Strand to get these projects ready to bid and issue out to contractors for construction work. These projects were identified in the 2022 Bond Projects and a total of \$2.2 million was allocated for these 3 projects.

The City of Brenham has 16 Lift Stations in its sanitary sewer service area. These lift stations consist of large concrete wet wells, 2-3 pumps, floats, and electronics that receive wastewater from the surrounding areas and pump the wastewater over the hills in order to then gravity feed to the Wastewater Treatment Plant. The line leading out of the wet well is a force main in which it has pressure on it in order for the wastewater to get pushed over the hill into a receiving manhole.

We ask that council approve this PSA with Strand and Associates so we can move forward with construction activities and be ready to award these project after March of 2022.

ATTACHMENTS:

- | |
|--|
| (1) Strand PSA
(2) Improvement Area Map |
|--|

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc. related to the 2022 sanitary sewer improvements and authorize the Mayor to execute any necessary documentation.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
2022 SANITARY SEWER SYSTEM IMPROVEMENTS**

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

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Brenham, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to relocate and increase the capacity of the Stone Hollow pumping station and replace approximately 2,900 linear feet (LF) of its force main, increase the capacity of the Industrial Boulevard pumping station, and replace approximately 180 linear feet of sanitary sewer where it crosses Ralston Creek, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is by November 30, 2022 beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$379,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Ryan D. Tinsley, P.E., ENV SP

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attn: City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City Manager, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable

expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Washington County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Brenham has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.[®], acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

 4/16/2021
Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger Date
City Secretary

Milton Y. Tate Jr. Date
Mayor

ATTACHMENT "A"

PART A--SCOPE OF SERVICES

CITY OF BRENHAM PROJECT NO. _____ 2022 SANITARY SEWER SYSTEM IMPROVEMENTS

Description of Project

The scope of services is to provide design, bidding-related, and construction-related services for the Stone Hollow pumping station and force main improvements, Industrial Boulevard pumping station improvements, and Ralston Creek sanitary sewer crossing projects.

The Stone Hollow pumping station and sanitary force main improvements include construction of a 1,500 gallon-per-minute (gpm) triplex pumping station with electrical controls, supervisory control and data acquisition (SCADA) integration, a quick connect for a portable emergency generator, approximately 2,900 LF of force main replacements, and 260 LF of gravity sewer replacements. The project will relocate the Stone Hollow pumping station out of the Federal Emergency Management Agency's 100-year floodplain to a location closer to East Airline Drive. The project will also replace the existing sanitary force main using a combination of open cut and horizontal directional drilling methods from near East Airline Drive to its discharge location on East Stone Street.

The Industrial Boulevard pumping station improvements include construction of a 600 gpm duplex pumping station with electrical controls, SCADA integration, and a quick connect for a portable emergency generator. Approximately 100 LF of gravity sanitary sewer and sanitary force main replacements will be necessary to tie in the new pumping station to the adjacent sanitary sewer infrastructure.

The Ralston Creek sanitary sewer crossing project includes the replacement of approximately 180 LF of gravity sanitary sewer across Ralston Creek. Approximately 60 LF of the gravity sanitary sewer replacement will be constructed as an aerial crossing over Ralston Creek. It is anticipated that the aerial crossing will be supported by prestressed concrete piles designed to Texas Department of Transportation (TxDOT) standards and driven on both sides of the creek.

It is anticipated that the Stone Hollow pumping station improvements and Industrial Boulevard pumping station improvements will be separated into two Construction Contracts. It is also anticipated that the Stone Hollow force main improvements and Ralston Creek sanitary sewer crossing will be combined into one Construction Contract.

A. Design Services

1. Attend initial kickoff meeting with City and perform data collection.
2. Perform topographic field surveys and prepare background drawings. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Submit one iteration of Texas 811 locate requests for each project site; additional requests and subsequent surveys will be considered additional services.
3. Perform a geotechnical investigation and prepare geotechnical report for both pumping station sites and the aerial creek crossing. The geotechnical report will evaluate subsurface soil conditions and provide recommendations regarding proposed improvements.
4. Prepare and submit 60 percent and 90 percent design drawings (including title sheet, index sheet, plan and profile sheets, where applicable, and standard detail sheets) in accordance with City standards, technical specifications, bid form, and opinion of probable construction cost to review with City for up to three Construction Contracts.
5. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings for up to three Construction Contracts.
6. Review preliminary regulatory permit requirements for TxDOT and Texas Commission of Environmental Quality (TCEQ) and meet with City to review. Prepare and submit TxDOT and TCEQ applications and assist with obtaining the permits. TxDOT permit is exclusive to the Ralston Creek sanitary sewer crossing project.

B. Bidding-Related Services

1. Distribute Bidding Documents through CivCast and submit Advertisement to Bid to City for publishing for up to three Construction Contracts.
2. Attend prebid meeting, prepare addenda, and answer questions during bidding for up to three Construction Contracts.
3. Attend bid opening, tabulate and analyze bid results, and assist city in the award of up to three Construction Contracts.
4. Prepare up to three sets of Contract Documents for signature for each of the three Construction Contracts.

C. Construction-Related Services

1. Provide contract administration services for up to three Construction Contracts, including attendance at preconstruction conferences, review of contractor's shop drawings submittals, review of the contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits and participation in project closeout. Services are based on a 270-day construction schedule with the three Construction Contracts occurring concurrently.
2. Perform one iteration of construction staking for the three Construction Contracts. Additional iterations of construction staking will be considered additional services.
3. Provide resident project representative for up to 360 hours of part-time observation of construction. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents, but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, producers, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 270-day construction schedule with the three Construction Contracts occurring concurrently.
4. Provide record drawings in electronic format from information compiled from the contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

CITY OF BRENHAM
PROJECT NO. _____
2022 SANITARY SEWER SYSTEM IMPROVEMENTS

The following represents the maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer on a lump sum basis, not to exceed the amounts listed below.

Design, Bidding-Related, and Construction-Related Services	Fee
Stone Hollow Pumping Station and Force Main Improvements	\$230,000
Industrial Boulevard Pumping Station Improvements	\$117,000
Ralston Creek Sanitary Sewer Crossing	\$ 32,000
Total	\$379,000

ATTACHMENT "B"

INSURANCE

CITY OF BRENHAM

PROJECT NO. _____

2022 SANITARY SEWER SYSTEM IMPROVEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713		CONTACT NAME: Joe Keal PHONE (A/C, No, Ext): 800-643-6133 E-MAIL: joe.keal@ansay.com ADDRESS: FAX (A/C, No): 608-831-4777	
INSURED Strand Associates, Inc. 910 W. Wingra Drive Madison WI 53715		INSURER(S) AFFORDING COVERAGE INSURER A: CNA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 35289	

COVERAGES

CERTIFICATE NUMBER: 1570371452

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,000 ☒ XCU cov. incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			5099170076	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			5099170062	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5099170059	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC595126844	1/1/2021	1/1/2022	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: 2022 Sanitary Sewer System Improvements
Strand Project #: 3900.253**CERTIFICATE HOLDER****CANCELLATION**City of Brenham
Attn: City Manager
PO Box 1059
Brenham TX 77834

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-035 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department

Meeting Type: Regular Meeting-December 16, 2021

Department: Parks and Recreation

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

Per Chapter 19, Parks and Recreation, of the Code of Ordinances of the City of Brenham, fees for all parks and recreation activities shall be set by resolution of the City Council. All such fees shall be posted, where applicable, and kept on file with the City Secretary.

At the November 10, 2021, Parks and Recreation Advisory Board (PARB) meeting, staff reviewed the current Parks and Recreation Fee Schedule with the Board and recommended the following change for 2022.

- Blue Bell Aquatic Center – Outdoor Leisure Pool Private Rentals. Staff is presenting to remove the \$50 charge to bring your own food and increase the Leisure Pool rental from \$300 to \$350

Rates were discussed and approved by the PARB and are reflected in the attached 2022 Parks and Recreation Fee Schedule.

The City of Brenham publishes an annual Guide for residents to reference the City's offerings. While many of the Parks and Recreation amenities and programs are offered to the public at no cost, there are fees for services such as facility rentals, admission to the Blue Bell Aquatic Center (BBAC), swim lessons and classes, and recreational programming.

If approved by Council, this change will be reflected in the City Guide.

ATTACHMENTS:

- (1) 2022 Parks and Recreation Fee Schedule_redline
- (2) Resolution No. R-21-035
- (3) 2022 Parks and Recreation Fee Schedule_final

RECOMMENDED ACTION:

Approve Resolution No. R-21-035 adopting a new fee schedule for the City of Brenham Parks and Recreation Department.

2022 Parks and Recreation Fee Schedule

Facility Rentals

	Half day	Whole day
All Sports Building		\$200
Fireman's Kitchen	\$100	\$150
add Finke Pavilion		\$300
Fireman's Rock Room	\$60	\$100
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	\$125
Schulte Baseball Field per day	\$200
Henderson Baseball Field per day	\$200
Fireman's Baseball Field per day	\$275
Additional Field Prep per game	\$35

Multi-use Field per day	\$100
Rankin Field per day	\$275

Fields require a \$50 deposit per field
Insurance required for tournaments,
league play, and select teams

Field Reservations - recreational use	
Recreational use per day	\$75
Coaching Lessons per year	\$100
Local League fee per player	\$10
Select Team per year	\$250

Blue Bell Aquatic Center

		Non-Summer	Summer	
Daily Admission		\$4	\$5	
Children 3 & under		\$2	\$3	
	Annual	Monthly	Summer	Aerobic
Individual	\$250	\$35	\$85	\$65
Seniors (55+)	\$200	\$25		\$55
Family	\$450	\$55	\$145	
Single Add-On	\$150	\$18	\$48	
15 Visit Card	\$60		\$75	
Blinn Semester	\$100/semester			

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

Private Party Rentals

Therapy	\$200
Competition	\$250
Outdoor Leisure	\$300 \$350
Bring your own food	\$50

Regular Party Rentals

Spring/Fall (Comp Pool Only): Basic \$75
add-on inflatable package starting at \$75-\$150

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 Splash Spring Break	\$10/week
Camp CASCADE	\$100
Junior Guard	\$100
Breakfast with Santa	\$10



RESOLUTION NO. R-21-035

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 2020 Parks and Recreation Fee Schedule, to be effective December 16, 2021 and attached hereto as Exhibit A fee schedule for park facilities and recreation programs.

PASSED and **APPROVED** on the 16th day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

2022 Parks and Recreation Fee Schedule

Facility Rentals

	Half day	Whole day
All Sports Building		\$200
Fireman's Kitchen	\$100	\$150
add Finke Pavilion		\$300
Fireman's Rock Room	\$60	\$100
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	\$125
Schulte Baseball Field per day	\$200
Henderson Baseball Field per day	\$200
Fireman's Baseball Field per day	\$275
Additional Field Prep per game	\$35

Multi-use Field per day	\$100
Rankin Field per day	\$275

Fields require a \$50 deposit per field

Insurance required for tournaments, league play, and select teams

Field Reservations - recreational use

Recreational use per day	\$75
Coaching Lessons per year	\$100
Local League fee per player	\$10
Select Team per year	\$250

Blue Bell Aquatic Center

		Non-Summer	Summer
Daily Admission		\$4	\$5
Children 3 & under		\$2	\$3
	Annual	Monthly	Summer
Individual	\$250	\$35	\$85
Seniors (55+)	\$200	\$25	\$55
Family	\$450	\$55	\$145
Single Add-On	\$150	\$18	\$48
15 Visit Card	\$60		\$75
Blinn Semester	\$100/semester		

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

Private Party Rentals

Therapy	\$200
Competition	\$250
Outdoor Leisure	\$350

Regular Party Rentals

Spring/Fall (Comp Pool Only): Basic \$75
add-on inflatable package starting at \$75-\$150

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 Splash Spring Break	\$10/week
Camp CASCADE	\$100
Junior Guard	\$100
Breakfast with Santa	\$10





Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance No. O-21-034 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)

Meeting Type: Regular Meeting-December 16, 2021

Department: Development Services

Staff Contact: Shauna Laauwe AICP, City Planner

SUMMARY STATEMENT:

On December 2, 2021, the City Council held a public hearing and first reading of Carl Franklin and Linda Bessmer (property owners/applicants) request for approval of a Specific Use Permit to construct a new 24'x24', 2-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, detached garage with an upstairs accessory dwelling unit (ADU). As noted in detail in the attached Staff Report, the proposed ADU met or exceeded each of the additional development standards except for the minimum required west side yard setback of ten (10) feet. Due to grade change and topography, there are significant drainage issues on the subject property. Given the drainage issues, the proposed garage structure with the ADU is proposed to be located 6'6" from the west side yard setback. This setback meets the 5-foot minimum required setback for accessory garages, but not the 10-foot requirement for accessory dwelling units. Thus, the applicants applied for a Variance to the minimum west side yard setback for ADUs from the Board of Adjustments to be heard on Monday, December 13, 2021.

On December 2, 2021, after conducting a Public Hearing, Council **voted unanimously to approve** the SUP request as presented on its first reading **with the condition that a Variance be granted by the Board of Adjustments for the east side yard setback**. At the scheduled December 16, 2021, Council meeting, I will update the Council on the Board of Adjustments' December 13th findings and subsequent staff recommendation.

ATTACHMENTS:

- (1) Ordinance No. O-21-034
- (2) Staff Report

RECOMMENDED ACTION:

Approve Ordinance No. O-21-034 on its second reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham granting a Specific Use Permit on property currently addressed as 405 Martin Luther King, Jr. Parkway to allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District located generally on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and further described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027) with the following condition:

- The detached garage/ADU structure shall be located at a minimum 10-foot side yard setback along the east property line or receive a variance for a 3'6" side yard encroachment by the Board of Adjustments.

ORDINANCE NO. O-21-034

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-2 MIXED-RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.288 ACRES OF LAND ADDRESSED AS 405 MARTIN LUTHER KING, JR. PARKWAY, BEING FURTHER DESCRIBED AS LOT 7A OF THE RIPPETOE ADDITION IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Carl Franklin and Linda Bessmer, the owners of the 0.288 acres of land generally located on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and addressed as 405 Martin Luther King, Jr. Parkway, being further described as 7A of the Rippetoe Addition, in Brenham, Washington County, Texas, (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

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

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on November 15, 2021; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

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

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to Carl Franklin and Linda Bessmer for an accessory dwelling unit (ADU), more particularly described in Exhibit “B” and Exhibit “C”, in an R-2 Mixed Residential use zoning district on approximately 0.288 acres of land addressed as 405 Martin Luther King, Jr. Parkway, being further described as Lot 7A of the Rippetoe Addition in Brenham, Washington County, Texas, said 0.288 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

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

SECTION 3. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the 2nd day of December 2021.

PASSED and APPROVED on its second reading this the 16th day of December 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map
Specific Use Permit
405 Martin Luther King Pkwy



1 inch = 71 feet



- Legend**
- B2 Commercial Research and Technology
 - R1 Residential Single Family
 - R2 Mixed Residential

EXHIBIT “B” Site Plan



EXHIBIT “C”

Site Plan/Floor Plan

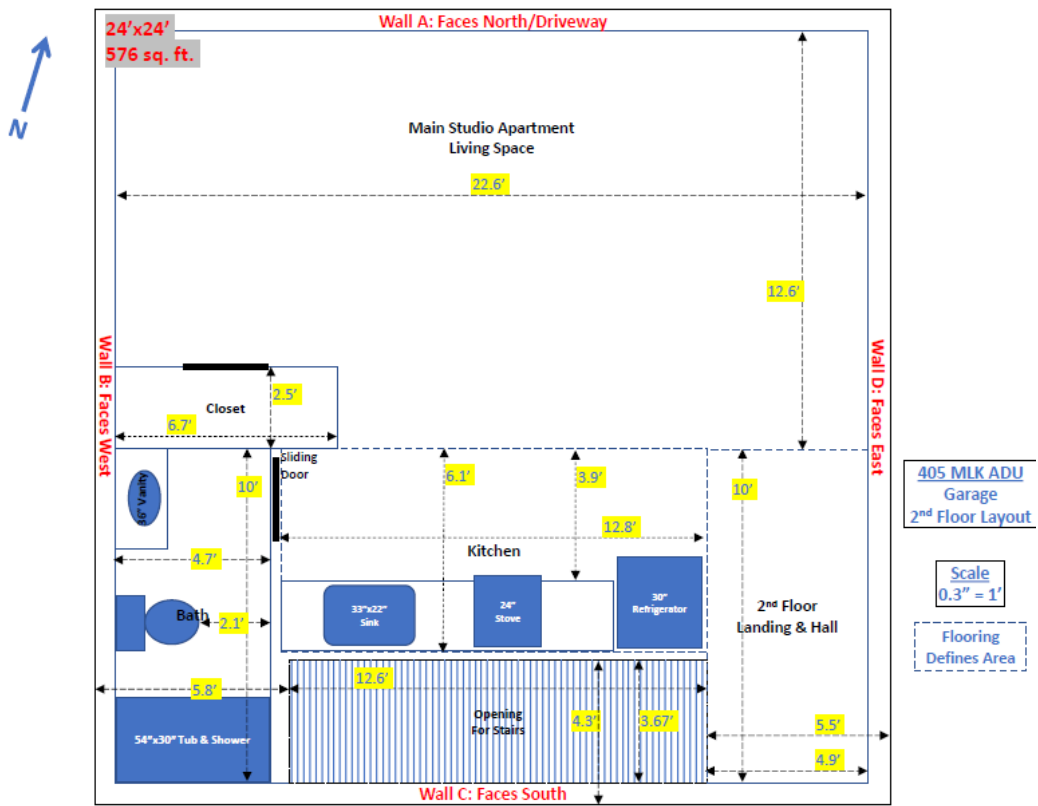
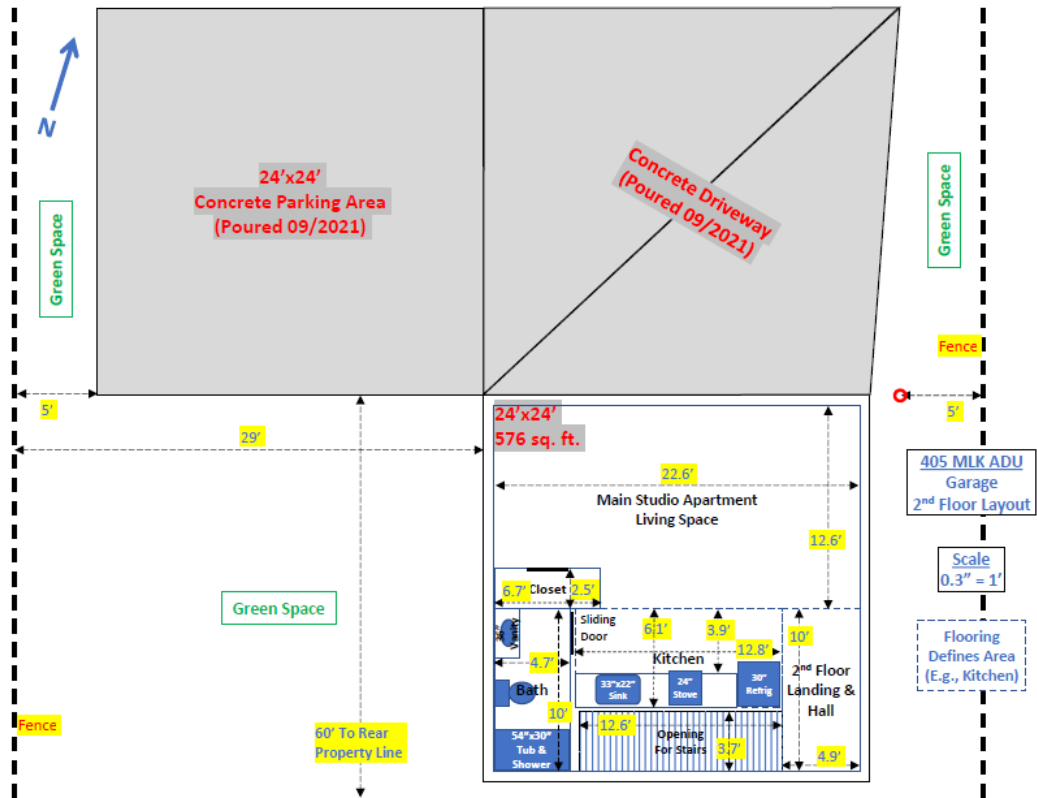
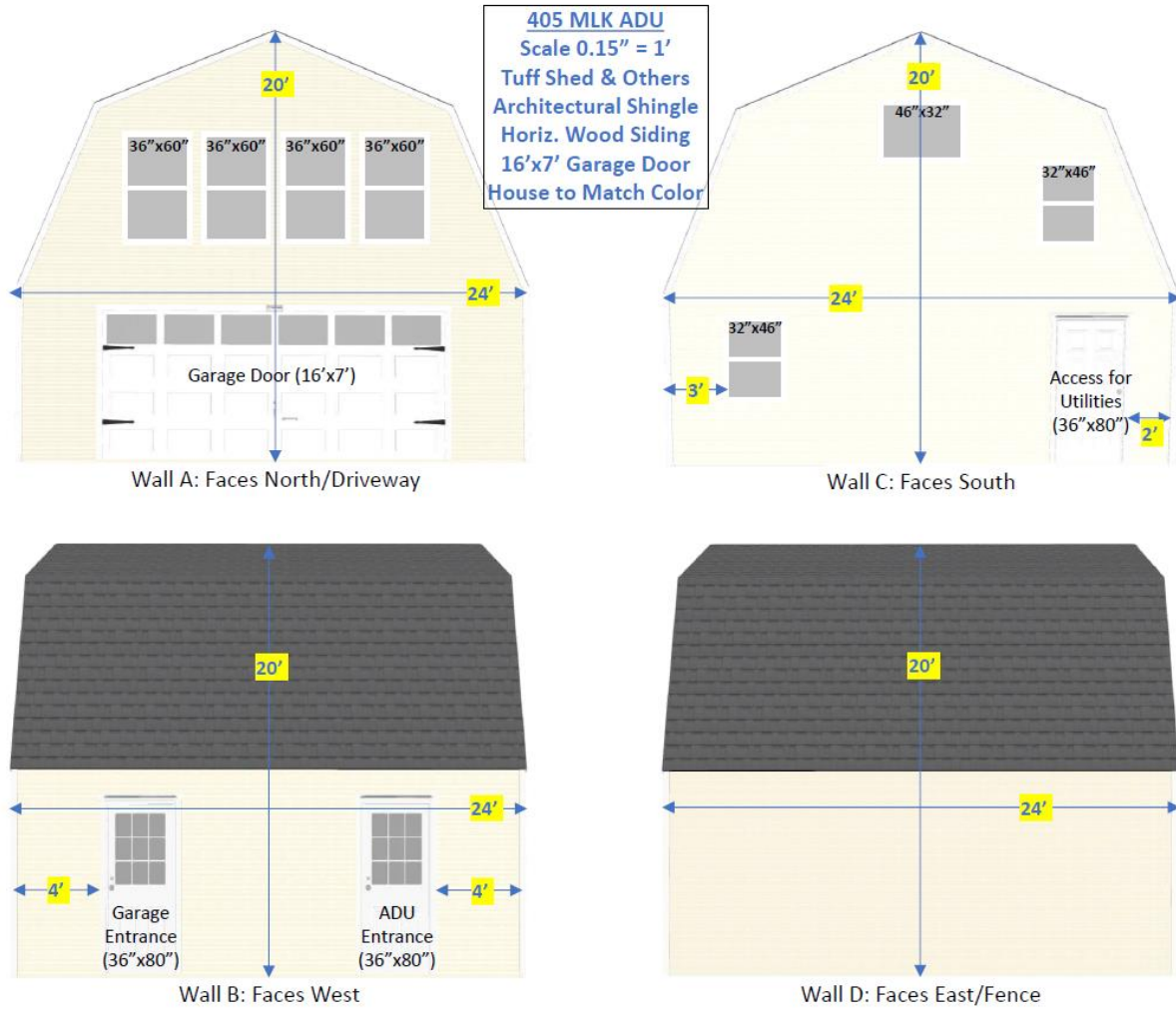


EXHIBIT "D" Elevations





CASE NUMBER P-21-027
SPECIFIC USE PERMIT REQUEST – ACCESSORY DWELLING UNIT

STAFF CONTACT:	Shauna Laauwe AICP, City Planner
APPLICANT/OWNER:	Carl Franklin and Linda Bessmer
ADDRESS/LOCATION:	405 Martin Luther King, Jr. Parkway
LEGAL DESCRIPTION:	Lot 7A Rippitoe Addition
LOT AREA:	12,561 square feet, approximately 0.288-acres
ZONING DISTRICT/USE:	R-2 Mixed Residential District (Exhibit B)
FUTURE LAND USE:	Single-Family Residential (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow a proposed Accessory Dwelling Unit (ADU) in a R-2 Mixed Residential Zoning District (Exhibit D).

BACKGROUND:

The subject property is a 12,561 square foot (0.288-acre) lot that is addressed as 405 Martin Luther King, Jr. Parkway, and generally located on the south side Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street. As shown in Figure 1, the property is a long rectangular shaped lot that is approximately 202 feet long and 60 feet in width. The property is zoned R-2, Mixed Residential Use District and is developed with a 1,270 square foot single-family home, with a previous garage structure being recently removed. The applicants propose to construct a new 24'x24', 2-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, garage with an upstairs accessory dwelling unit (ADU). The proposed ADU would encompass 576 square feet of the structure. As detailed in Figure 2 and Exhibit E, the proposed garage/ADU structure will be located to the rear of the property, 77.62 feet from the principal house, and setback 141.82 feet from the front property line, 29 feet from the west side property line, 6.6 feet from the east property line, and 36 feet from the rear property line. A recently constructed 24'x24' concrete parking area would serve the

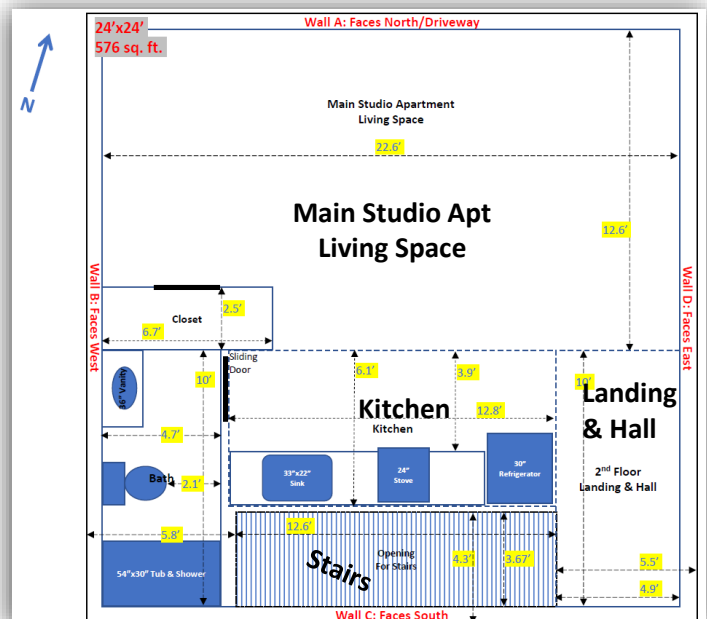
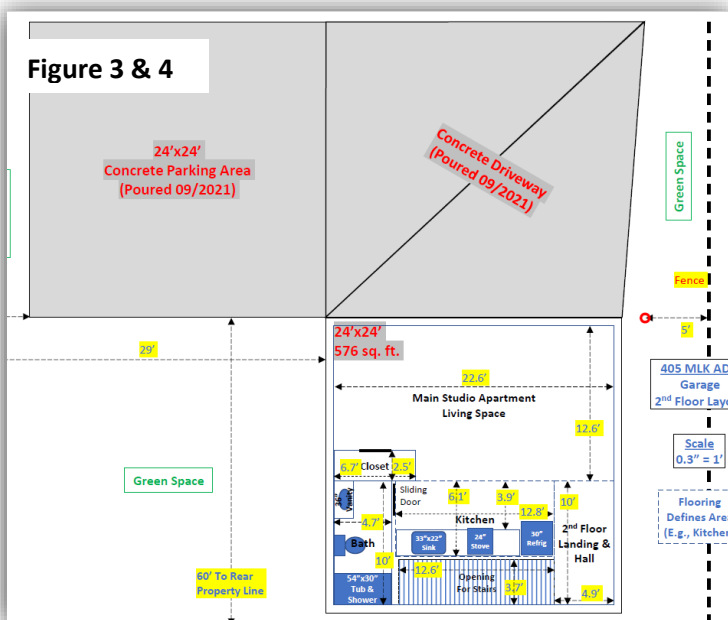
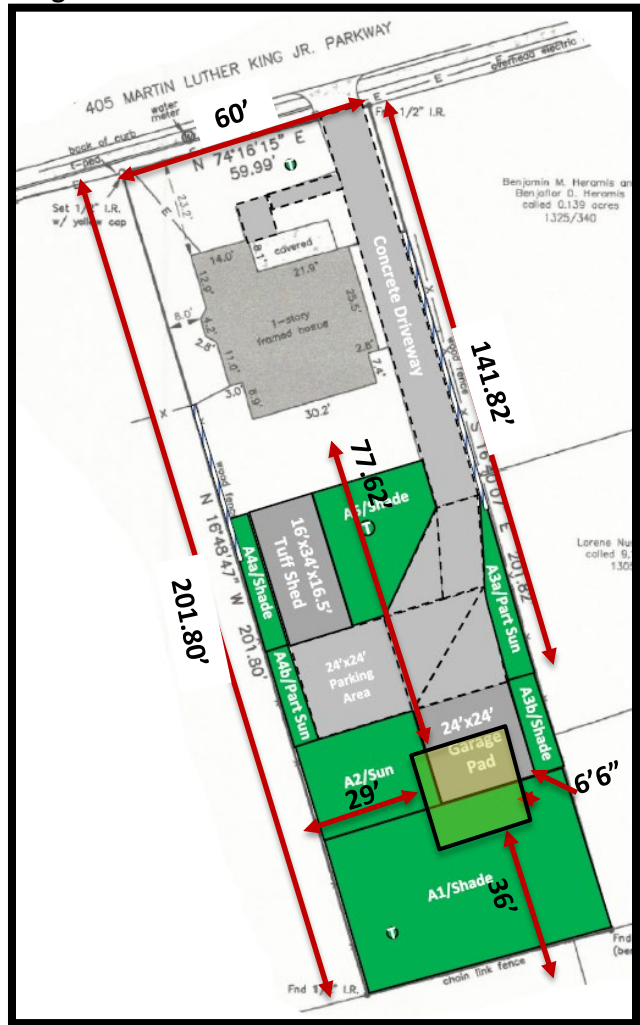
Figure 1



ADU. The applicants state that they plan to utilize the first floor of the garage to park their vehicles and typical storage and rent the garage apartment (ADU) for extra income, or to accommodate visiting friends and family when the unit is not leased. They also state that they desire to age in place in their current residence and the ADU could be used in the future to house a caretaker.

As shown in the site plan in Figure 3 and proposed interior layout in Figure 4, the proposed ADU would consist of a 576 SF studio apartment that would consist of a 22'6" x 12'6" main living space, a bathroom, and a full kitchen (Exhibit G). As shown in Figure 2 and Figure 3, the proposed ADU includes a 24-foot by 24-foot paved parking pad on the north side of the structure with access via an existing paved driveway to Martin Luther King, Jr Parkway. In addition to the two required off-street spaces for the principal structure that would be provided on the first floor of the garage, the existing 24'x24' parking pad would accommodate an additional two (2) off-street parking spaces. ADUs are required to have at least one parking space located to the side or rear of the primary structure. The proposed parking meets the regulations and provides ample parking area for the residents and guests of both the

Figure 2



principal structure and accessory dwelling unit. Furthermore, the proposed ADU exceeds the minimum required 10-foot west side yard setback by 19 feet and the minimum required 10-foot rear yard setback by 26 feet. The proposed garage meets the minimum 5-foot side yard setback, however the zoning standards for ADUs require that detached accessory dwelling units, such as garage apartments, have the same required side-yard setback as the principal structure. Due to drainage problems and the slope of the lot, the most efficient location of the proposed garage and accessory structure is approximately 6 feet 6 inches from the east side-yard property line, less than the minimum required ten (10) feet. Therefore, the applicant will need to either prepare the site to place the proposed structure approximately 3.5-feet to the west to meet the setback requirements or seek a Variance from the Board of Adjustments.

The R-2 District allows accessory dwelling units (ADUs) with prior approval of a Specific Use Permit (SUP). Thus, the applicants are seeking a SUP to allow for the construction of a 576 square foot garage apartment to be utilized as an accessory dwelling unit on a 0.288-acre tract of land in a R-2, Mixed Residential Use District.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The approximate 0.288-acre tract of land is generally located on the south side of Martin Luther King, Jr. Parkway and approximately 145 feet to the west of Baber Street and 245 feet east of Rippetoe Street. The subject property, and all surrounding properties are located within a R-2, Mixed Residential District that allows for a mix of residential uses to include single family and two-family dwellings, in addition to multifamily dwellings on sites of less than two acres. The subject property and adjacent properties are developed as single-family homes. Further to the west, across Rippetoe Street is a R1, Single-Family Residential District that is developed as single-family homes. To the east and northeast, near Austin Street, is a B2, Commercial Research and Technology District, that is developed as a variety of commercial development to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses.

The applicants are requesting a SUP to allow the construction of a 24'x24' (1,152 sq. ft), two-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, detached accessory garage with an Accessory Dwelling Unit (ADU) to be located on the second floor. The allowance and standards for ADUs were adopted within in the Zoning Regulations with Ordinance No. O-19-012 that was approved on March 7, 2019. The adopted regulations allow any homeowner living on a single-family zoned property may build an ADU with prior approval of a Specific Use Permit and a building permit. Any homeowner or business owner located in a B-1 zoning district may build an ADU with a building permit. Section 10.02(4) of the Zoning Regulations lists additional development standards that pertain to ADUs:

- a) Should the primary use be a single-family dwelling, the property owner's primary residence shall be the single-family dwelling or ADU.

The applicants/property owners will utilize the existing single-family dwelling as their

primary residence.

- b) An ADU must be designed and constructed keeping with the general architecture and building material of the principal structure.

The proposed addition will be in the same general architecture style and building material of the principal structure. (See Exhibits F & I)

- c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.

The proposed ADU has a rear yard setback of 36-feet, a west yard setback of 29 feet and an east side yard setback of approximately 6 feet 6 inches, less than the required minimum of ten (10) feet. The applicant will need to either place the proposed structure at a 10-foot setback or request a variance from the Board of Adjustments.

- d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.

The site has driveway access via Martin Luther King, Jr. Parkway. The applicant proposes to utilize an existing paved 24'x24' parking area adjacent and west of the proposed ADU. The proposed parking area would provide for two (2) 9'x19' off-street parking spaces.

- e) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.

The principal structure is 1,270 square feet in area and the proposed ADU is 576 square feet, less than ½ of the habitable area of the principal structure.

- f) ADUs shall not be HUD-code manufactured home or mobile home.

The proposed ADU will not be a HUD-code manufactured home or mobile home.

The SUP process allows staff to identify additional land uses, which may be appropriate in special circumstances. The proposed structure is to be utilized as both a garage for the principal structure on the ground floor and as a studio apartment/ADU on the second floor. The applicant site plan indicates that the structure will have a proposed setback of over 140 feet from the property line along Martin Luther King, Jr. Parkway, and given that the ADU will occupy the second floor, will likely appear to be solely a garage from onlookers and neighbors. The proposed structure will not be out of character with the surrounding neighborhood. While the proposed structure is only shown to have a 6'6" east side yard setback and will need to be moved a minimum of 3'6" to the west or be granted a variance, the abutting and impacted properties to the east front onto Baber Street. Thus, the proposed structure would have less visual impact as it would be closest to their rear property lines. Lastly, the applicant proposes to provide for two (2) off-street parking spaces solely for the ADU as opposed to the minimum required one parking space.

Staff recommends approval of the SUP request as the proposed ADU will be compatible with small-town attributes that make Brenham a special place for its citizens to live as it complies with the development standards for accessory dwelling units and staff is unable to identify any adverse impacts to the surrounding neighborhood.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of the Historic Past, Bold Future 2040 Comprehensive Plan suggests

the subject property and surrounding area as single-family residential. The subject property and surrounding area are currently developed as single-family uses with a legally nonconforming manufactured home park located to the west on the southeast corner of Martin Luther King, Jr. Parkway and Rippetoe Street. The requested SUP would not deter from the envisioned use. Staff finds that the proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has existing utilities available along Martin Luther King, Jr Parkway. ADUs are an opportunity to increase density in a compatible manner within a residential area as they do not require additional infrastructure to be built to accommodate the new dwelling unit.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed SUP, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on November 4, 2021. The Notice of Public Hearing was published in the Brenham Banner on November 4, 2021. As of November 12, 2021, Staff has not received any calls regarding the proposed ADU.

Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the property will be required to adhere to the regulations of the R-2 District to include, the accessory dwelling unit development standards, minimum building setbacks and maximum impervious coverage requirements. The applicant has submitted a site plan (Exhibit E) which depicts the proposed location of the ADU and access. The applicant has also provided a proposed elevation and building floorplan (Exhibit F). The R-2 District allows for greater density of residential units with a mix of residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of less than two acres. As the subject property is 12,561 square feet and is equivalent or larger than the surrounding residential properties, only a minimal increase in density will occur. In addition, the applicant has submitted an extensive backyard landscape plan (Exhibit H) to help mitigate the additional impervious coverage from the provided parking area. Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all residents.

Staff finds that the requested land use is appropriate in this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted Comprehensive Plan. The proposed use is in line with the Future Land Use Plan and, with the condition for the proposed structure to be placed at a 10-foot east side yard setback or seek a variance, the development requirements for Accessory Dwelling Units.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The subject property and the surrounding vicinity are located within a R-2 District, that allows for a mix of residential uses to include single family and two-family dwellings, and multifamily dwellings on sites of less than two acres. The Future Land Use Map, as part of the Comprehensive Plan adopted in September 2019, envisions the subject property and surrounding area as single-family residential. The subject property and adjacent properties are developed as single-family homes. Further to the west, across Rippetoe Street is a R1, Single-Family Residential District that is developed as single-family homes. To the east and northeast, near Austin Street, is a B2, Commercial Research and Technology District, that is developed as a variety of commercial development to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses. The ADU use would not be out of character with the surrounding vicinity of predominately single-family homes and commercial uses further to the east. Staff finds that the proposed ADU is compatible to nearby land uses and consistent with the land use policies established in the Comprehensive Plan.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

Staff finds that approval of the proposed SUP to allow for further development of the property with an ADU will promote the orderly and healthful development of the community. This request, to allow a proposed 576 square foot accessory structure to be located on the second story area of a two-car garage accessory dwelling, will not adversely affect health, safety, morals, or general welfare of properties in the general vicinity or the community in general.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures which negatively impact adjoining properties.

Staff believes that the proposed development will have a positive effect on the surrounding area and will be compatible with anticipated uses surrounding this property. The proposed ADU would be located on the second floor of the garage that is to be located to the rear of the property. Several other homes in the area have detached garages located to the rear of the property, thus the accessory dwelling use located within the garage structure would be in character with the surrounding neighborhood and likely go unnoticed by neighbors and onlookers. The applicant proposes to either rent out the ADU for additional income or use as a guest house. The proposed structure meets the development standards set forth in the zoning ordinance and is in character with both the principal structure and nearby residential properties.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community, and regional markets.

If approved, the proposed SUP will allow for a 576 square foot, one bedroom, one bath ADU to be located on the second floor of an accessory garage that would provide supplemental income or utilized as a guest house for the property owners. Commercial property is located within a B-2, Commercial Research and Technology District and developed as a variety of commercial uses to include Ace Hardware, Brookshire Brothers grocery store and fuel pumps, Shipley's Donuts and general office uses. Vacant commercial properties are located within the surrounding neighborhood, to the east near the N. Austin Street intersection and along N. Park Street. commercial and industrial developments the vicinity to the west and southwest. Staff finds that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

- (12)The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently developed as a single-family home within a R-2, Mixed Residential District. Staff is not aware of any hindrances on the property created by legally existing incompatible uses. The applicant's request will allow the subject property to develop in a compatible, legally conforming manner.

- (13)The city's zoning should provide for orderly growth and development throughout the city.

Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow for an accessory dwelling unit to be located on the second floor of a detached garage, as provided in the application site plan, in a R-2 Mixed Residential Use Zoning District for the subject 0.288-acre tract of land that is located at 405 Martin Luther King, Jr. Parkway and legally described as Lot 7A, Rippitoe Addition **with the following condition:**

1. The detached garage/ADU structure shall be located at a minimum 10-foot side yard setback along the east property line or receive a Variance for a 3'6" side yard encroachment by the Board of Adjustments.

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter to the Commission
- E. Site Plan
- F. Proposed Building Elevations
- G. Site Plan/Proposed Floor Plan
- H. Landscape Plan
- I. Site photos

EXHIBIT "A"
AERIAL MAP



Aerial Map
Specific Use Permit
405 Martin Luther King Pkwy



1 inch = 71 feet



EXHIBIT "B"
ZONING MAP



Zoning Map
Specific Use Permit
405 Martin Luther King Pkwy

Legend

- B2 Commercial Research and Technology
- R1 Residential Single Family
- R2 Mixed Residential



1 inch = 71 feet



EXHIBIT "C"
FUTURE LAND USE MAP



**Future Land Use Map
Specific Use Permit
405 Martin Luther King Pkwy**

Legend

Future Land Use Plan

FLU_FINAL

 Single Family Residential



1 inch = 71 feet



EXHIBIT "D"
SUP APPLICATION COVER LETTER

October 7, 2021

Planning and Zoning Commission
P.O. Box 1059
200 W. Vulcan Street
Brenham, TX 77834

To Whom It May Concern:

We, Carl Franklin & Linda Bessmer, are asking permission to build a 24'x24' garage with an upstairs ADU at 405 Martin Luther King Jr. Parkway in Brenham. Our house has an area of 1,270 sq. ft. and the lot is zoned R-2. The new structure will replace an unsafe 16.2'x19.8', single-story garage with loft. The old garage has been torn down already. (See the survey attached for the location of the house and old garage.) The new garage will be located further back on the property, leaving a side yard of 6.4' and back yard of 36'. A separate 24'x24' concrete parking area was added in September 2021 when we extended the driveway toward the rear of the property. See the drawings of the new layout attached.

The reasons for this request are as follows. We would like to park our cars inside the garage to prevent tree sap, weather, and sun damage. Also, we plan on retiring in the next couple of years and would welcome the opportunity to rent the garage apartment for extra income. Alternatively, the separate living space would allow us to accommodate a full-time caregiver in case one or both of us need that kind of assistance in the future. (We would like to live at 405 MLK as long as possible rather than move into an assisted living facility.) If the ADU doesn't work out as a rental unit, we'd like to use the living space to welcome visiting friends and family. The extra space will give our guests more privacy and comfort than possible in the existing house.

Here are some other reasons the Planning and Zoning Commission may want to consider. We have owned the property since 2018 and have made several upgrades such as a new roof with architectural shingles and an accessory building. Our investments have helped stabilize the area, which is a mix of renters and homeowners. The addition of the garage apartment will increase the property's valuation and generate more tax dollars to support the City of Brenham, the Brenham Independent School District, Blinn College, and Washington County. It will also provide work for local contractors. For example, the garage pad, parking area, and driveway extension were poured by Legacy Concrete Works, LLC.

If you have any questions, please contact us at 281.770.4238 or franklin.carl@gmail.com.

Thank you for your consideration.

Regards,



Carl Franklin, Ph.D. & Linda Bessmer

EXHIBIT "E"
PROPOSED SITE PLAN

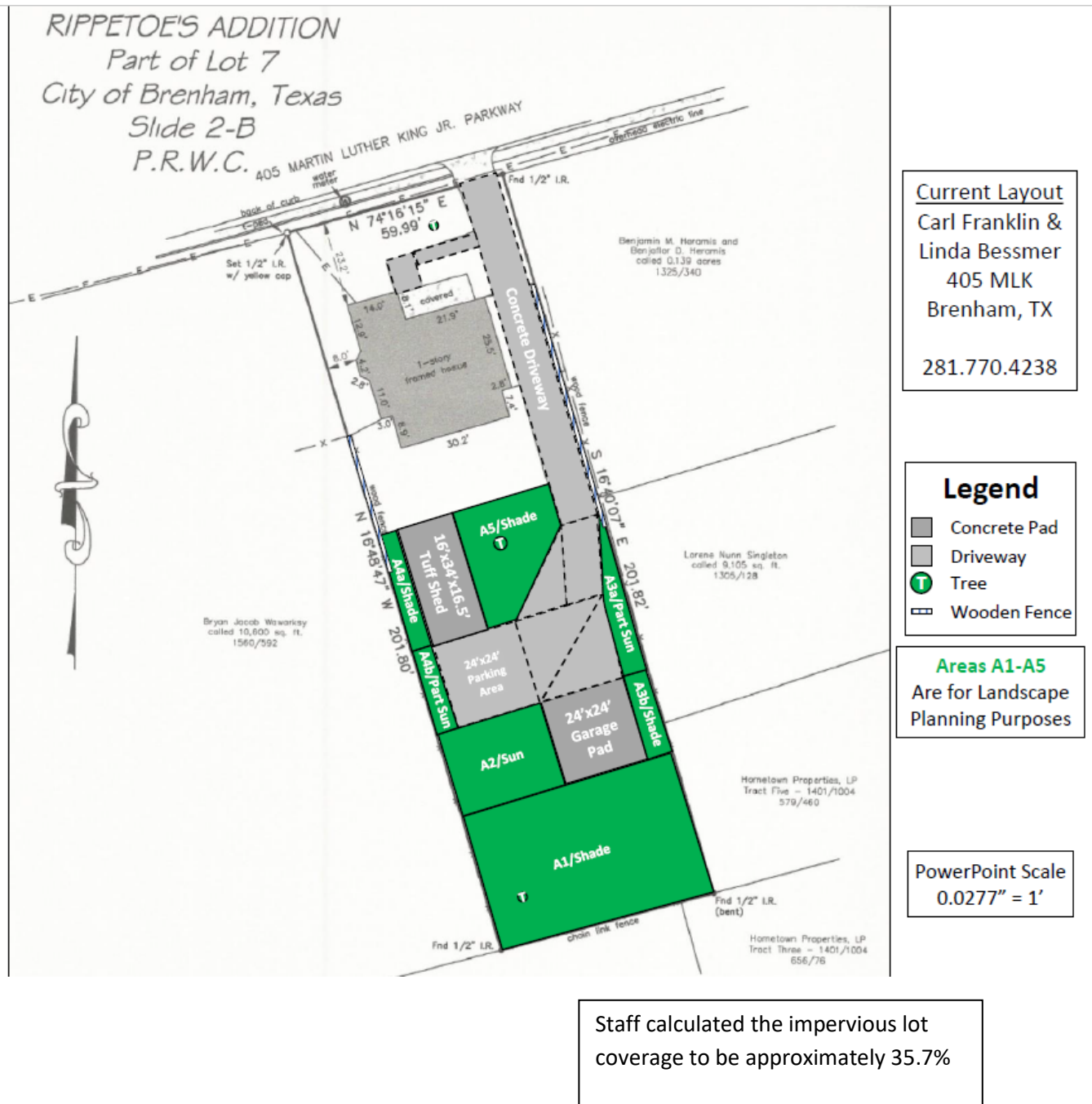


EXHIBIT "F" Elevations

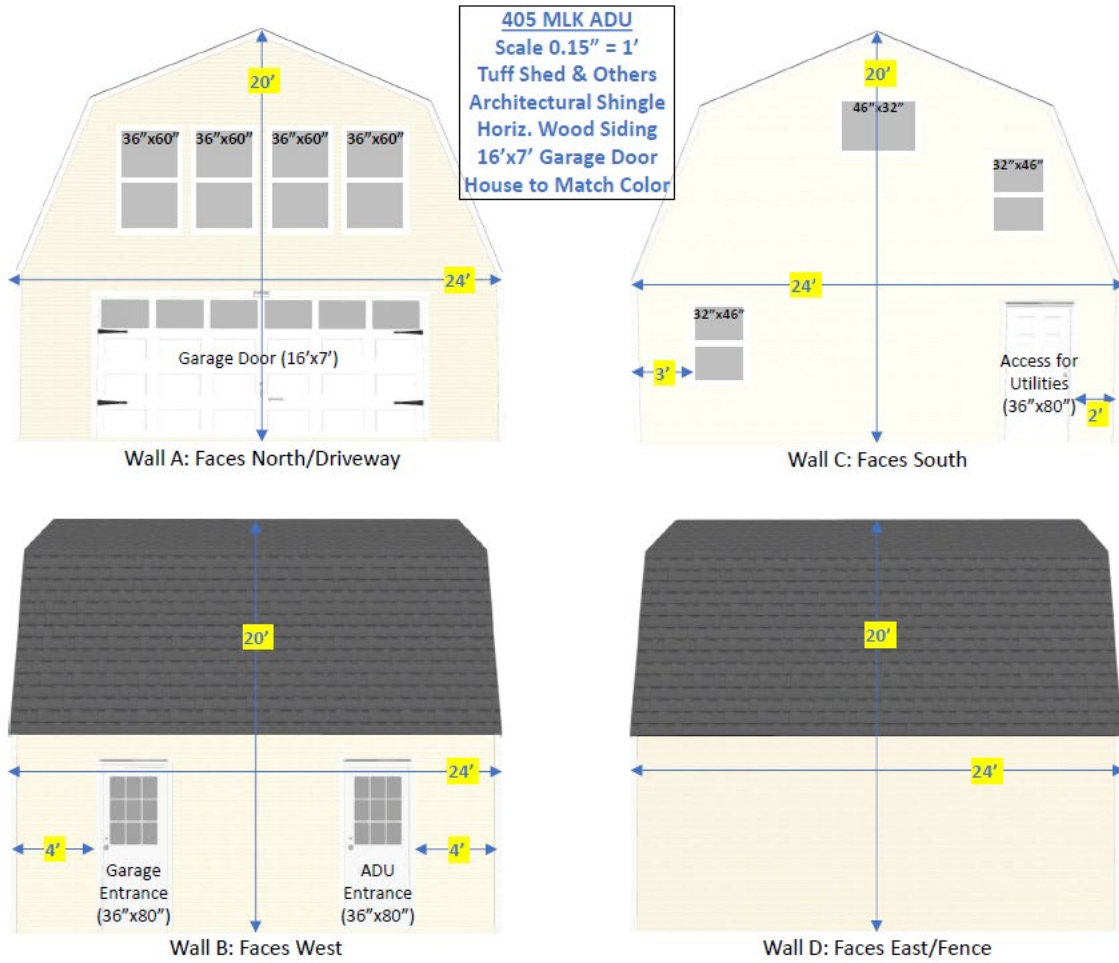


EXHIBIT "G"
Site plan/Floor plan

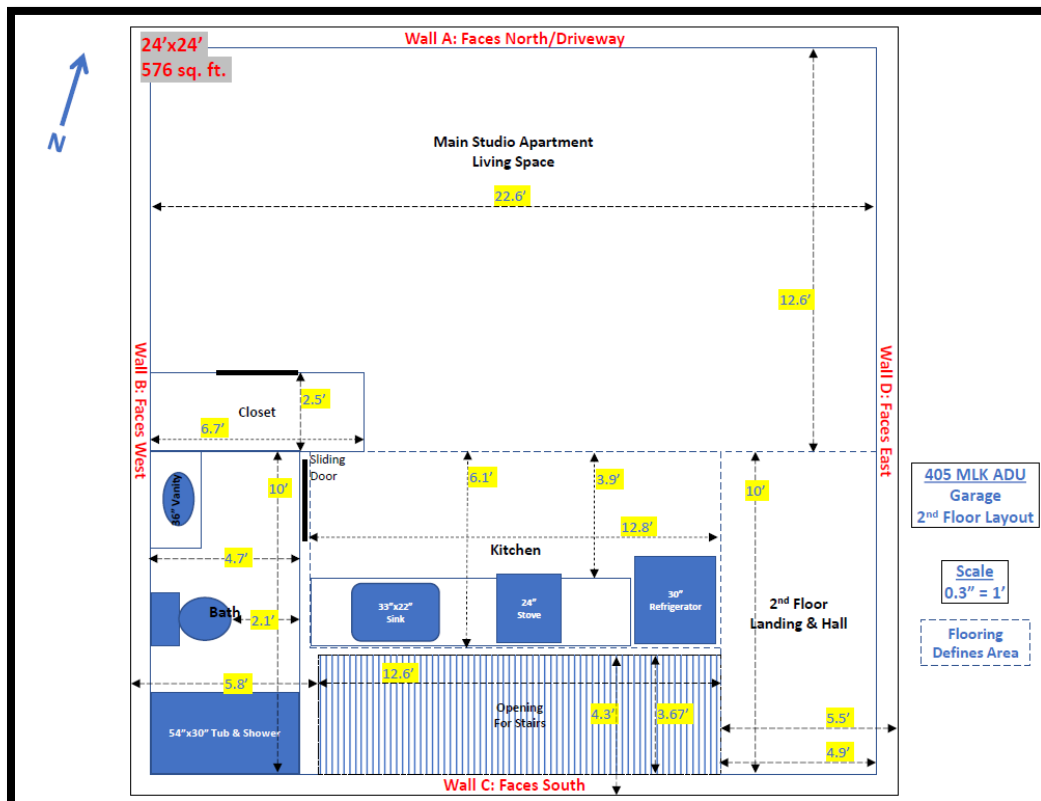
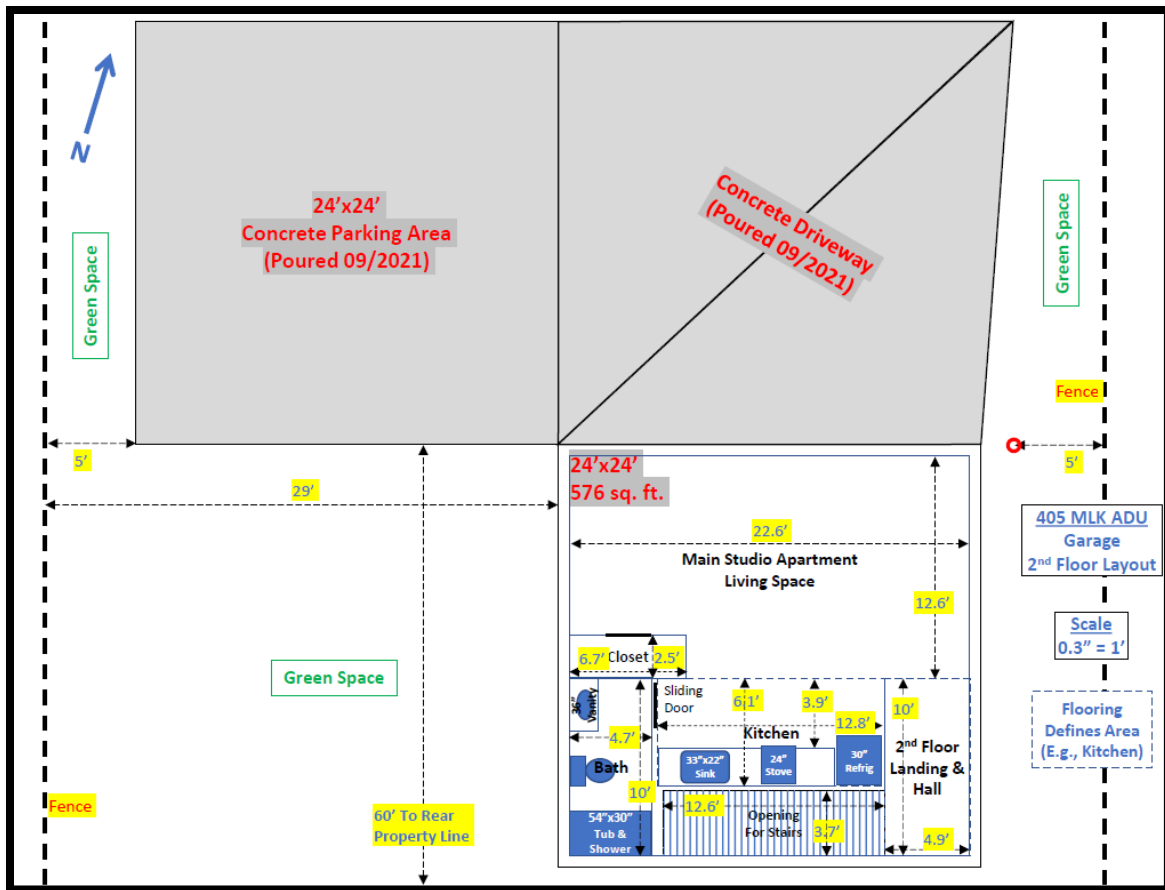
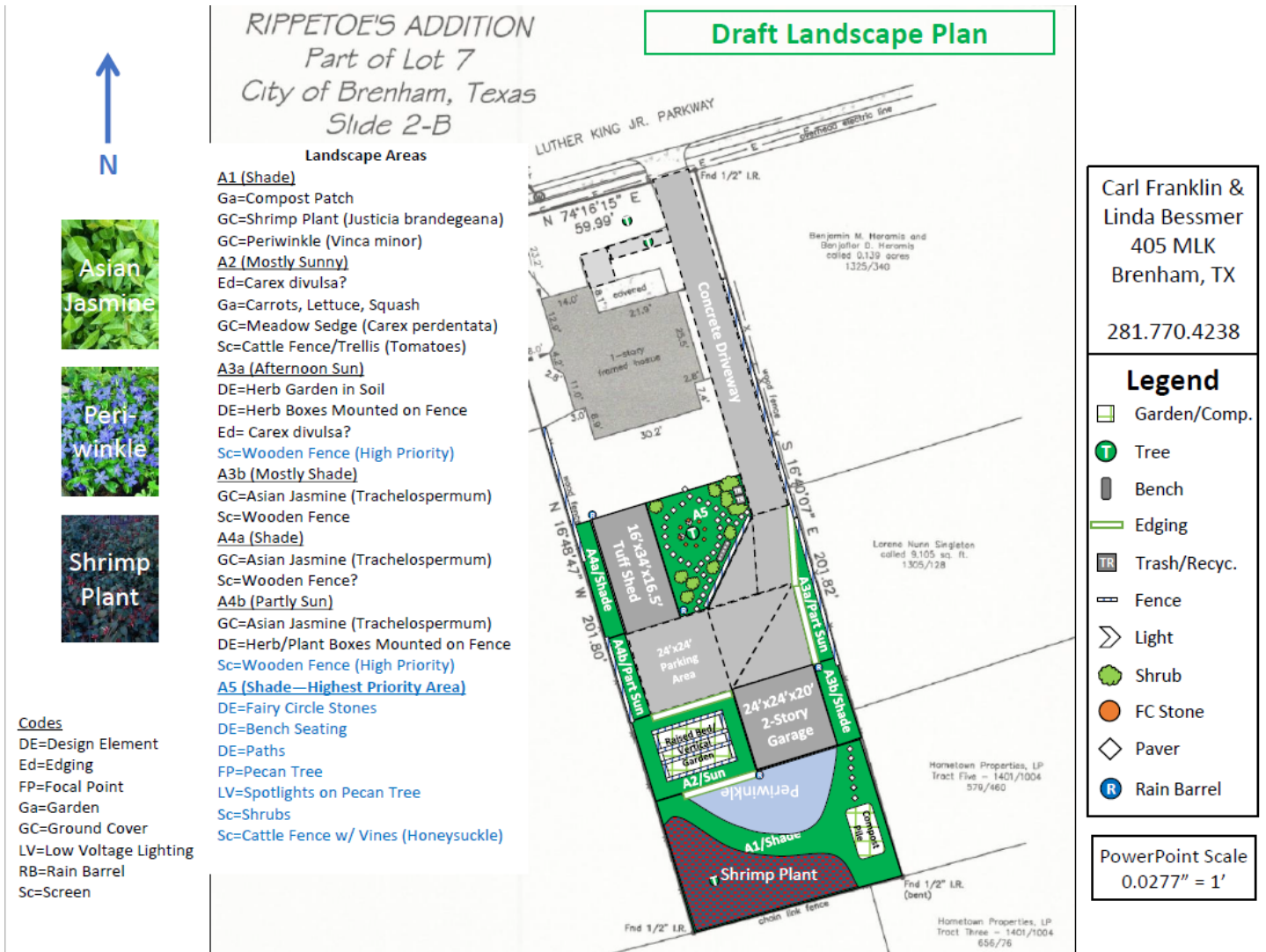


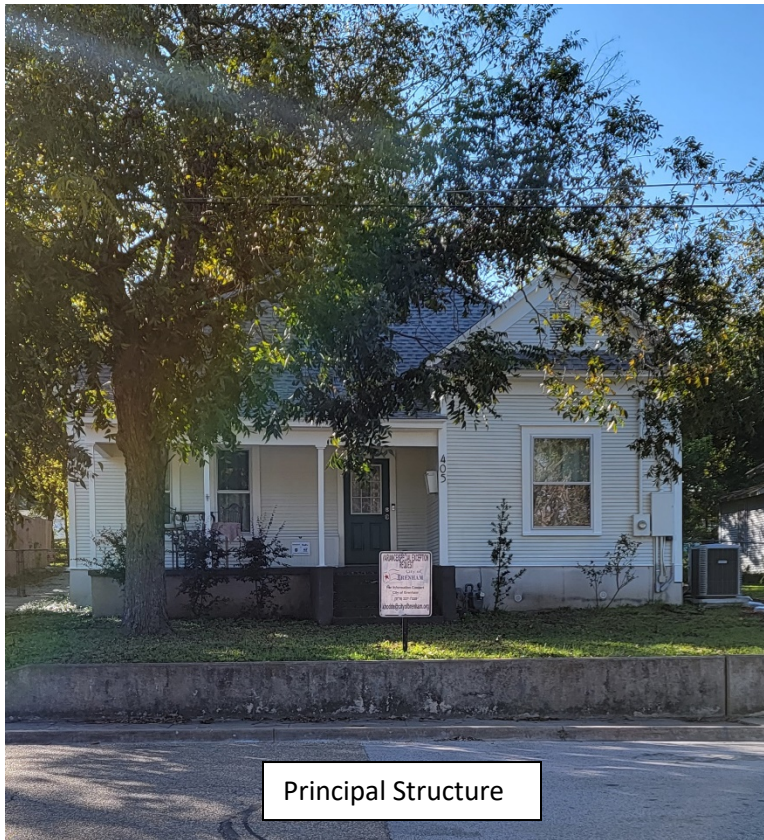
EXHIBIT "H"

Landscaping Plan



Staff calculated the impervious lot coverage to be approximately 35.7%

EXHIBIT "I"
Site Photos



Principal Structure



East property line / subject area





Regular City Council
AGENDA ITEM 13.

Agenda Item: Discuss and Possibly Act Upon Approval of Service Orders to the Master Services Agreement with AARC Environmental, Inc. for Tier II Reporting, Spill Prevention Control and Countermeasures (SPCC) and Texas Pollution Discharge Elimination System (TPDES) for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Airport

Staff Contact: Kim Hodde / Stephanie Doland

SUMMARY STATEMENT:

AARC Environmental, Inc. has worked with the City of Brenham / Brenham Municipal Airport since approximately 2000 for development and submission of the Storm Water Pollution Prevention Plan (SWPPP) and the Spill Prevention Control and Countermeasures Plan (SPCC) to ensure compliance with the environmental regulation requirements for the Airport. AARC conducts monthly and annual inspections on both the Storm Water Pollution Prevention Plan and the Spill Prevention Control and Countermeasures to ensure compliance with the plans as required as well as provides annual training for both programs. AARC also prepares and files the Tier II Reports for the Airport.

In June 2011, a Master Services Agreement (attached for reference) was executed with AARC so that only the Service Orders would need to be approved each term. The Master Services Agreement is the contract between AARC and the City of Brenham / Brenham Municipal Airport and it establishes the relationship between the two parties. The Service Orders are the documents that need approval each term since the Service Orders are specific to what services will be performed and what fees will be billed. Initially, three-year terms were executed but for the last several years, one-year renewals have been executed by the City Manager; however, the prices have been increasing steadily. When the renewal Exhibits were received this year, AARC's fees had increased dramatically. Staff contacted AARC and discussed the situation with Mr. Chainani (VP of Operations) and he stated that if a three-year renewal were executed, he could keep the prices as they were under the last renewal. This would lock in the current rates until 2026.

AARC Environmental, Inc. has been very easy to work with and very responsive to any questions or issues. Since they are very knowledgeable of the constantly changing regulations and requirements, Staff recommends that AARC Environmental, Inc. continue performing these services for the Brenham Municipal Airport and Staff recommends approval of the three service agreements, as presented:

1. Tier II
2. Spill Prevention Control and Countermeasures (SPCC)
3. Texas Pollution Discharge Elimination System (TPDES) which includes the Storm Water Pollution Prevention Plan (SWPPP)

ATTACHMENTS:

- | |
|------------------------------------|
| (1) Service Order - Tier II |
| (2) Services order - SPCC |
| (3) Service Order - SW_TPDES |
| (4) 2011 Master Services Agreement |

RECOMMENDED ACTION:

Approve Service Orders to the Master Services Agreement with AARC Environmental for Tier II Reporting, Spill Prevention Control and Countermeasures (SPCC) and Texas Pollution Discharge Elimination System (TPDES) for the Brenham Municipal Airport and Authorize the Mayor to Execute any Necessary Documentation.

EXHIBIT A
SERVICE ORDER

Tier II Report

File Tier II Report under Superfund Amendment and Reauthorization Act (SARA), Title III, Sections 311 & 312

Cost for 1st chemical: \$750.00
Cost for each additional chemical*: \$350.00

*Number of Chemicals to be determined by AARC based on information provided by client

*****The terms of this agreement are found in the Master Service Agreement which has been previously signed*****

City of Brenham (Brenham
Municipal Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP Of Operations



2000 W Sam Houston Parkway S, Suite 850, Houston, TX 77042 (713) 974-2272 // FAX: (833) 771-2272

EXHIBIT B
PAYMENT STRUCTURE

Tier II Report

Due each January 1, 2023-2027 for 2022-2026 Reporting year \$750.00
Balance due upon completion of Tier II Report(s) \$350.00 per chemical

*****The terms of this agreement are found in the Master Service Agreement which has been previously signed*****

City of Brenham (Brenham
Municipal Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP Of Operations



EXHIBIT A
SERVICE ORDER

Spill Prevention Control and Countermeasures (SPCC) Plan Online Training:

- Records generated for your files
- Video and interactive slide presentation
- Reviews and handouts provided
- Meeting State and Federal Regulations

Cost per session:..... \$450.00

Spill Prevention Control and Countermeasures (SPCC) Plan Monthly Inspections:

- Conduct inspections to document implementation of plan

Cost per monthly inspection: \$350.00

*****The terms of this agreement are found in the Master Service Agreement which has been previously signed*****

City of Brenham (Brenham
Municipal Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP Of Operations



EXHIBIT B
PAYMENT STRUCTURE

Spill Prevention Control and Countermeasures (SPCC) Plan Online Training:

Due per session for Online Training January 1, 2022-2026\$450.00

Spill Prevention Control and Countermeasures (SPCC) Plan Monthly Inspections:

Due per quarter, conducted (Oct-Dec) 2021-2026\$1,050.00

Due per quarter, conducted (Jan-Mar) 2022-2026.....\$1,050.00

Due per quarter, conducted (Apr-Jun) 2022-2026\$1,050.00

Due per quarter, conducted (Jul-Sep) 2022-2026\$1,050.00

**Due herewith payment serves as a retainer on the project, and will be held until work is completed.*

*****The terms of this agreement are found in the Master Service Agreement which has been previously signed*****

City of Brenham (Brenham
Municipal Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP Of Operations



EXHIBIT A
SERVICE ORDER

Texas Pollution Discharge Elimination System (TPDES)

Annual Storm Water Pollution Prevention On-line Training

- Records generated for your files
- Video and interactive slide presentation
- Reviews and handouts provided
- Meeting State and Federal Regulations

Cost per session (25 employees):.....\$450.00

Quarterly Inspections

- Conduct inspections to document implementation of plan

Cost per inspection:\$450.00

Annual Review of Plan

- Update plan to take into consideration major changes to operation

Cost per year:\$450.00

Sampling Services

- Storm water sample analysis (**Samples to be collected onsite by trained facility representative. AARC will not be responsible for obtaining water samples.*)
- Provide sampling kit
- Provide FEDEX or similar pick-up service
- Sample analysis report and review
- Discharge Monitoring Report (DMR) to EPA

Cost annually per outfall for Texas Effluent Limitations (TEL) sampling:.....\$485.00*
Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver, and Zinc.

Cost bi-annually per outfall for Benchmark Monitoring:\$tbd*

**This amount will be invoiced on the specific date on Exhibit B regardless if and when monitoring occurs at the site. The associated discharge monitoring reports (DMRs) will be prepared and submitted regardless of whether or not monitoring has occurred. The DMR preparation and submittal costs are included in the amount invoiced to you. Also, a \$50 additional charge will be incurred if a sample kit that has previously been supplied, but not used for AARC samples, needs to be replaced.*

*****The terms of this agreement are found in the Master Service Agreement which has been previously signed*****

City of Brenham (Brenham Municipal
Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP of Operations



EXHIBIT B
PAYMENT STRUCTURE

Annual Storm Water Pollution Prevention Training

Due per session Storm Water Training January 1, 2022-2026\$450.00

Quarterly Inspections

Due upon completion of 1st quarter inspection (Jan-Mar. 2022-2026)\$450.00

Due upon completion of 2nd quarter inspection (April-June 2022-2026)\$450.00

Due upon completion of 4th quarter inspection (Oct -Dec 2022-2026)\$450.00

Annual Review of Plan

Due upon completion of Annual Review (July-September 2022-2026).....\$450.00

Sampling Services

Texas Effluent Limitation

Due per outfall on January 1, 2022-2026 for TEL Sampling\$485.00

Benchmark

Due per outfall on January 1 and July 1, 2022-2026 for Benchmark Sampling\$tbd

The terms of this agreement are found in the Master Service Agreement which has been previously signed

City of Brenham (Brenham Municipal
Airport)

AARC Environmental, Inc.

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: Rick K. Chainani Date _____
Title: VP of Operations



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT, dated June 20, 2011 is between AARC Environmental, Inc., having an address at 2500 Wilcrest, Suite 460, Houston, Texas 77042, telephone (713) 974-2272 ("Consultant"), and Brenham Municipal Airport ("Company"), a Texas corporation, having its principal place of business at 3001 Aviation Way, Brenham, TX, 77833 telephone 979-337-7200.

BACKGROUND

Company desires to have the option to have Consultant undertake various services (hereinafter referred to as "Service Order" and/or "Services") for Company at various times and solely at Company's option. The Service Order may include such items as, consulting, testing, assessing, sampling and monitoring, and remediation activities. However, both parties understand and recognize that Company is under no obligation to hire or contract with Consultant to perform any Services other than those agreed to by both parties and set out in a Service Order. The first Service Order is attached as Exhibit A. Company simply wants the option to be able to contract with Consultant at any time for Services it may need without having to execute a new contract for each such Service.

TERMS

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. SERVICES AND FEES.

(a) Consultant agrees to perform the Services set forth on the attached Service Order, which is attached as Exhibit A, and Company agrees to pay Consultant as set forth in this Agreement. Performance of Consultant's Services is in Washington County, Texas. Performance of Company's payment obligations is in Harris County, Texas.

(b) Consultant may invoice Company for the Services. Company shall pay the invoices within thirty (30) days of receipt of any such invoice after which time interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within thirty (30) days from the date of billing, with payments thereafter to be applied first to accrued interest and then to the unpaid principal amount. Invoices are to be paid in Harris County, Texas at Consultant's address stated herein. Company shall not offset amounts due. In the event of errors or disputes in billing, Company shall timely pay the undisputed portion of any such billing. Consultant has the right to suspend services due to non-payment of overdue invoicing.

(c) Consultant will perform the Services as detailed in each future Service Order in accordance with the terms of this Agreement and all provisions of the Service Order. Company agrees to notify Consultant of any defect in the Services performed within five (5) business days of learning of the defect and Consultant agrees to investigate and correct any defect.

2. COMPLETION OF SERVICES.

(a) Consultant's Services will commence on the date agreed by the parties and set forth on Exhibit A, and on any subsequent Service Orders, respectively. At the completion of the Services, as identified on the Service Order for each particular Service, that particular Service and Service Order will terminate.

(b) Should Company default in any of its obligations hereunder or should Company become insolvent, enter bankruptcy (voluntarily or involuntarily), enter receivership, make any assignment for the benefit of creditors, fail to cooperate with Consultant, fail to make any payments within thirty (30) days of billing, or in the event that Company is a sole proprietorship, the death of the proprietor, Consultant may immediately terminate this Agreement or any Service Order upon notice to Company or its legal representative. In the event of such termination, Consultant shall be relieved of all further responsibility or obligations hereunder and Company shall promptly pay to Consultant the costs incurred so far (i.e. services performed to date and related expenses).

(c) Upon thirty (30) days written notice, either party may terminate this Master Services Agreement. However, this Master Services Agreement shall remain in effect for all outstanding Service Orders until the services are completed and payment to Consultant is made in full or until such Service Orders are terminated under Section 2(b) of this Agreement. In the event Company terminates the Master Service Agreement based on the belief that Consultant is failing in its performance, Company must provide written notice to Consultant via Certified Mail, Return Receipt Requested specifying the failure(s). Consultant will then have fifteen (15) days from the date of receipt to cure any such failure(s). If the failure(s) are not cured within the fifteen (15) day notice period, Company may send a second notice by Certified Mail, Return Receipt Requested, terminating the Service Contract on the date this second notice is received. The above notice requirement is a condition precedent to Company filing suit against Consultant.

3. NONDISCLOSURE.

(a) Confidential Information. Each party acknowledges that the other has developed and is the exclusive owner of a substantial body of trade secrets, know-how and other confidential information, whether owned by Company or developed by Consultant or Company in connection with the Services, including without limitation, information regarding customers, suppliers and business arrangements, technical and business data, know-how, processes, designs and ideas, (collectively, "Confidential Information").

(b) Nondisclosure. Except as required by court order or otherwise required by law or, with the prior written consent of the other party, or as specifically provided herein, the parties hereto and their directors, officers, employees, agents and other representatives (collectively



"Representatives"), shall not disclose or permit the disclosure to any third party of any Confidential Information which has been or may be given or shown to the other party or its Representatives, or to which such party or its Representatives have been or may be granted access.

(c) **Restricted Use of Confidential Information.** The parties and their Representatives shall use any Confidential Information disclosed to them solely for the purposes of performing the Services.

(d) **Permitted Exceptions.** The parties shall be under no obligation with respect to any Confidential Information that: (i) is or becomes generally available to the public; (ii) is known to such party at the time of disclosure as evidenced by written records; (iii) was received by such party after the time of disclosure hereunder on a nonconfidential basis from a third party who had a legal right to make such disclosure; (iv) is subsequently developed by such party without the use of such Confidential Information, as evidenced by written records; or (v) is required by court or administrative order, including a subpoena.

4. REPRESENTATIONS.

(a) **Consultant Representations.** The Services will be performed in accordance with standards customarily provided by a firm rendering the same or similar services in the area during the same time period.

(b) **Company Representations.** Company understands the nature of the Consultant's presence at the Site and shall ensure that the Consultant has safe and reasonable access to the Project or Site. Company will take reasonable precautions to prevent injury or loss to persons or property at the Site during the Services; however, Consultant has the right to discontinue or terminate Services in the event that Site conditions pose a health or safety risk to Consultant or its subcontractors. Company shall furnish or cause to be furnished to Consultant all information known to Company relating to the Site location, utilities, and environmental conditions of the Site, including, but not limited to, identity and location of quantity nature and characteristics of any hazardous or toxic materials on or near the Site. Consultant may rely upon, but shall not be responsible for the accuracy of, any data or other information of any kind in any form, provided by Company to Consultant, regardless of whether such data or information was prepared by Company or anyone else. Company shall immediately transmit new, updated or revised information as it becomes available during the Services. If Company fails to do so, Company releases and forever holds harmless Consultant from any loss or damage incurred as a result of such failure.

5. STATUS AS INDEPENDENT CONTRACTOR. Consultant acknowledges and agrees that it will be performing the Services as an independent contractor and that Consultant shall be responsible for the payment of any and all applicable payroll and income taxes relating to the performance of the Services. Nothing contained in this Agreement shall be deemed to constitute Consultant or any of its Representatives as an employee of Company, and neither Consultant nor any of its Representatives shall be entitled by virtue of this Agreement to any benefits afforded generally to employees of Company. Neither Consultant nor any of its Representatives shall have the authority to incur any obligations, contractual or otherwise, for or in the name of Company.

6. REMEDIES. Company agrees it will assume full responsibility and liability for and hold Consultant harmless for any property damage, personal injury or economic loss, including consequential damages resulting from violations of any state or federal environmental law committed by the Company (or its predecessors or successors), the alteration of the site by the Company (or its predecessors or successors) or preservation or removal of hazardous materials introduced by the Company (or its predecessors or successors), except any harm, injury, damage, or loss that results solely from the negligence of Consultant. Company expressly assumes any and all responsibility for changed conditions or hazardous materials introduced by the Company or other persons after completion of the services by Consultant. It is understood and agreed that all spill or release notifications required by law shall be the responsibility of the Company.

Services will be performed in accordance with generally accepted practices of the profession undertaken in similar studies at the same time and in the same geographical area. All goods, work and/or services are transferred or rendered to Company as is. Other than those warranties, representations and guarantees addressed herein and in the attached Exhibit, there are absolutely no warranties, further representations or guarantees whatsoever that accompany the Services, either express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Company waives any claims against Consultant for exemplary, punitive, incidental, consequential and lost profit damages and Company agrees to not seek any such listed damages from Consultant under any circumstances. Company further waives any claims for lost rents, sales, or recovery of fines resulting from environmental actions or inactions including but not limited to citations. In all events, Company's sole and exclusive remedy against Consultant shall be limited to monies paid for the specific service performed on which the issue arises. It is further understood and agreed that the laws, orders, rules and regulations which underlie Consultant's advice/work for Company are subject to frequent change, Consultant's services, advice, and/or work are based merely on its understanding of current statutory and regulatory requirements, and the Consultant has no further or additional duty to warn or advise Company as to such changes, amendments, or modification after completion or termination of any Service Order or this Master Service Agreement.

In the event that either party defaults on any provision of this Agreement and/or in the event that either party institutes any action or proceeding and/or asserts a claim against the other party to enforce any provision hereof by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in connection with the action, proceeding or claim, in accordance with section 271.159 of the Texas Local Government Code. In the event that the Consultant's employees are requested by Company or compelled by subpoena or legal order to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Consultant except as to disputes between the Company and Consultant, Company shall compensate Consultant for all such services required, including preparation time, participation time, and out of pocket costs.

7. NO CHANGES IN SERVICE. No changes shall be made in the Services and no additional services shall be performed unless such changes or additional services and any related cost to Company are agreed upon, in writing, between Company and Consultant. Payment and compensation for Service Order revisions shall be in accordance with cost estimates to be included in the revision.



8. **SURVIVAL.** The rights and obligations of the parties hereto relating to payment, nondisclosure, patents, copyrights, clearance for publication, remedies and similar terms shall survive the suspension and/or termination of this Agreement.

9. **SEVERABILITY.** If any provision of this Agreement should be deemed to violate any limitations permitted by applicable law in any jurisdiction, such provision shall be deemed reformed in such jurisdiction so as to continue to apply to the maximum extent permitted by applicable law, and this Agreement shall continue in full force and effect with regard to all other provisions. Company and Consultant shall negotiate the cost, if any, of having to comply with any laws, rules or regulations first coming into effect after the signing of this Agreement.

10. **NO WAIVER.** No waiver of any provision, breach or default under this Agreement shall be deemed a waiver of any subsequent provision, breach or default, nor shall any such waiver constitute a continuing waiver.

11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof and may not be modified, supplemented or rescinded except by an agreement in writing signed by the parties hereto.

12. **BINDING EFFECT; ASSIGNMENT.** This Agreement shall not be assigned by the Company. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13. **GOVERNING LAW; EXCLUSIVE JURISDICTION.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICTS OF LAW. The parties stipulate that venue for any dispute regarding performance of Consultant's Services shall lie in Washington County, Texas. The parties stipulate that venue for any dispute regarding performance of Company's payment obligations shall lie in Harris County, Texas.

14. **NOTICE.** Company hereby represents and warrants that the personnel identified in each Service Order shall have authority to authorize work, sign change orders, and receive notices for Company and that by notifying any of those individuals, Consultant shall be deemed to have notified Company.

15. **NON-SOLICITATION.** Company expressly agrees that for a period of one (1) year following the later of the termination of this Master Service Agreement and all Service Orders, however construed, it will not directly or indirectly hire, entice, employ, contract, divert, take away, or attempt to hire, entice, employ, contract, divert, or take away any present or former employee, contractor, subcontractor, officer, agent, or representative of Consultant without the express written consent of Consultant.

16. **SAFETY.** It is understood that each party will be responsible for all working conditions within that party's possession and/or control of and on the Site, including safety of all persons and property during the performance of any work by that party.

17. **HAZARDOUS MATERIALS.**

(a) When hazardous materials are known, assumed or suspected to exist at a site, Consultant is required to take all appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations and to follow procedures that Consultant deems prudent to minimize physical risks to employees and the public. Company hereby warrants that if it knows or suspects that hazardous materials may exist at the Site, it shall immediately so inform Consultant of that fact as well as the known or suspected, location, type and quantity thereof.

(b) Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition and both parties agree to negotiate the terms, including costs, associated with addressing the unanticipated hazardous waste. Consultant and Company also agree that the discovery of unanticipated hazardous waste may make it necessary for Consultant to take immediate measures to protect human health and safety, and/or the environment. However, Consultant has no duty to discover such hazards.

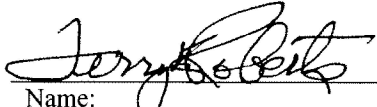
18. **FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies, or other events which are beyond the reasonable control of the other party and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that the party claiming the delay or force majeure shall use its best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement.

19. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Brenham Municipal Airport

AARC Environmental, Inc.

By:  6-23-11
Name: _____ Date: _____
Title: City Manager, City of Brenham

By: _____
Name: Nicholas Howard Date: _____
Title: Project Coordinator



Client Information

CORPORATE INFORMATION

Name : City of Brenham
Contact Name: Kim Hodde Contact Title: admin asst
Physical Address 200 W. Vulcan St City Brenham State: TX Zip: 77833
Mailing Address PO Box 1059 City Brenham State: TX Zip: 77834-1059
Telephone Number: 979-337-7212 Fax Number: 979-337-7218

FACILITY INFORMATION ☐ Same as Corporate ☒ Other (Please fill below)

Name : Brenham Municipal Airport
Physical Address 3001 Aviation Way City Brenham State: TX Zip: 77833
County Washington Is the Facility Inside City Limits: NO SIC Code(s): _____
Mailing Address PO Box 1059 City Brenham State: TX Zip: 77834-1059
Telephone Number: 979-836-5462 Fax Number: 979-277-9755

BILLING INFORMATION ☒ Same as Corporate ☐ Same As Facility ☐ Other (Please fill below)

Billing Contact: _____
Physical Address _____ City : _____ State: _____ Zip: _____

ADDITIONAL INFORMATION

E-mail address: Khodde@ci.brenham.tx.us
Federal Tax ID No.: 74-6000404
Franchise Tax ID No. _____

Type of Customer:
☐ Individual ☐ Sole Proprietorship-DBA ☐ Corporation ☐ Limited Liability Company
☐ Limited partnership ☐ General partnership ☒ City Government ☐ County Government
☐ State Government ☐ Federal Government

Company Officer Terry K. Roberts Officer's Title: City Manager

Client verifies that all of the information included in this the client information section is correct. Any changes made after this information is submitted will incur additional costs to the client.

Terry Roberts
Client Signature

U-23-11
Date Signed





Regular City Council
AGENDA ITEM 14.

Agenda Item: Discuss and Possibly Act Upon:

1. **A Cisco Enterprise User Agreement Between the City of Brenham and Cisco Systems, Inc. Related to the City of Brenham's Voice-Over-IP Phone System; and**
2. **A Payment Agreement Between the City of Brenham and Presidio Technology Capital Related to the City of Brenham's Critical Network Hardware and Voice-Over-IP Phone System;**

And Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Information Technology

Staff Contact: Kevin Schmidt

SUMMARY STATEMENT:

In 2018, the City of Brenham entered a three-year contract for maintenance and support of network infrastructure components, including critical routers, switches, firewalls, and the phone system. This maintenance contract provides access to technical support, replacement of failed hardware, and access to software upgrades for the equipment associated with this maintenance contract. A multi-year contract is beneficial because Cisco raises their prices annually. These cost increases are avoided for three more years, and the City receives additional discounted pricing due to executing a multi-year contract.

There are two quotes from Presidio Networked Solutions attached:

- Quote # 2001921006434-02 is for the support of critical network hardware
 - Option 1: A single year for \$22,010.04
 - Option 2: Three years at \$42,030.00
- Quote # 2001921005063-01 is for the support of the phone system software
 - Option 1: A single year for \$12,673.53
 - Option 2: Three years at \$34,124.41

Due to the need for both the network hardware and the phone system software, we are recommending the three-year contract utilizing Option 2 from both quotes for a total of \$76,154.41. We will be paying this in 3 annual payments. The phone system licensing and support is part of an enterprise agreement, which requires executing an End User Information Form. An unpopulated example of this form is attached. To authorize the annual payment schedule, there will be a payment agreement with Presidio Technology Capital.

ATTACHMENTS:

- | |
|---|
| (1) Hardware Support Quote
(2) Phone System Support Quote
(3) End User Information Form
(4) Presidio Payment Agreement |
|---|

RECOMMENDED ACTION:

Approve a 3-year Enterprise Use Agreement between the City of Brenham and Cisco Systems, Inc. related to the City of Brenham's Voice-Over-IP Phone System; and a Payment Agreement between the City of Brenham and Presidio Technology Capital, in the amount of \$76,154.41, related to the 3-year financing of the Critical Network Hardware and Voice-Over-IP Phone System; and authorize the Mayor to execute any necessary documentation.
--

TO: City of Brenham
Rolando Arroyo
P.O. Box 1059
Brenham, TX 77834-1059

rarroyo@cityofbrenham.org
(p) 979-337-7297

FROM: Presidio Networked Solutions
Tony Mendoza
3340 Peachtree Rd
Suite 2700
Atlanta, GA 30326

tmendoza@presidio.com
(p) +1.210.245.3821

BILL TO: City of Brenham
Rolando Arroyo
P.O. Box 1059
Brenham, TX 77834-1059

rarroyo@cityofbrenham.org
(p) 979-337-7297

SHIP TO: City of Brenham
Rolando Arroyo
200 West Vulcan Street
Brenham, TX 77833

rarroyo@cityofbrenham.org
(p) 979-337-7297

Customer#: CITYO636
Account Manager: Tony Mendoza
Inside Sales Rep: Tony Mendoza
Title: SMARTnet Renewal (1 & 3 Year Options)

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
Option 1: 1 Year					
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Start Date: 01/01/2022 End Date: 12/31/2022 Ship To: City of Brenham 200 West Vulcan Street Brenham, TX 77833 Thomas Holiday Comments: CCWR # 261774684	\$12,673.53	1 for 9 mo(s)	\$12,673.53
Total (Option 1: 1 Year):					\$12,673.53
Option 2: 3 Year					
2	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Start Date: 01/01/2022 End Date: 12/31/2024 Comments: CCWR # 201777567	\$34,124.41	1	\$34,124.41
Total (Option 2: 3 Year):					\$34,124.41
			Sub Total:		\$0.00
			Grand Total:		\$0.00

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

TO: City of Brenham
 Rolando Arroyo
 P.O. Box 1059
 Brenham, TX 77834-1059

 rarroyo@cityofbrenham.org
 (p) 979-337-7297

FROM: Presidio Networked Solutions
 Kacy Poff
 10415 Morado Circle
 The Campus Building 1
 Suite 320
 Austin, TX 78759

 kpoff@presidio.com
 (p) 6168711540

BILL TO: City of Brenham

 P.O. BOX 1059
 Brenham, TX 77834

SHIP TO: City of Brenham

 200 West Vulcan Street
 Brenham, TX 77833

Customer#: CITYO636
Account Manager: Tony Mendoza
Inside Sales Rep: Kacy Poff
Title: EA Public Sector UC Licenses

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
Option 1: 1 Year					
A-FLEX-PUBLICSECT		Initial Term: 12 months	Billing Model: Prepaid		
		Auto-Renewal Term: 12 months	Requested Start Date: 12/04/2021		
Recurring Charges					
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 12 months	\$0.00
2	A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	\$7.42	250 Each for 12 months	\$22,260.00
		Credit Name: Competitive Calling Addition - Premise or Cloud Credit Type: Recurring Credit Applicable at Renewal: No	(\$20.83)	1 for 12 months	(\$249.96)
3	A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	\$0.00	1 Users for 12 months	\$0.00
4	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	13 Users for 12 months	\$0.00
5	A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	\$0.00	350 Users for 12 months	\$0.00
6	A-FLEX-EXP-ROOM	Expressway Room Registration (1)	\$0.00	3 Users for 12 months	\$0.00
7	A-FLEX-JABBER	Jabber (1)	\$0.00	125 Users for 12 months	\$0.00
8	A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	\$0.00	300 Users for 12 months	\$0.00
9	A-FLEX-P-TPRM-12X	Telepresence Room v12 License (1)	\$0.00	3 Users for 12 months	\$0.00
10	A-FLEX-P-ESS-12X	Essential v12 License (1)	\$0.00	25 Users for 12 months	\$0.00
11	A-FLEX-P-COMMON12X	Common Area v12 License (1)	\$0.00	50 Users for 12 months	\$0.00

12	A-FLEX-P-UCXN-12X	Unity Connection v12 License	\$0.00	300 Users for 12 months	\$0.00
13	A-FLEX-P-ER-12X	Emergency Responder v12 License (1)	\$0.00	750 Users for 12 months	\$0.00
14	A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	\$0.00	300 Users for 12 months	\$0.00
Total Recurring Charges:					\$22,010.04
Total:					\$22,010.04
Total (Option 1: 1 Year):					\$22,010.04
Option 2: 3 Years					
A-FLEX-PUBLICSECT		Initial Term: 36 months	Billing Model: Prepaid		
		Auto-Renewal Term: 12 months	Requested Start Date: 12/04/2021		
Recurring Charges					
15	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 36 months	\$0.00
16	A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	\$7.42	250 Each for 36 months	\$66,780.00
		Credit Name: FY19 Restoration Credit - Competitive Calling Licenses On Premise Credit Type: Recurring Credit Applicable at Renewal: Yes	(\$687.50)	1 for 36 months	(\$24,750.00)
17	A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	\$0.00	1 Users for 36 months	\$0.00
18	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	13 Users for 36 months	\$0.00
19	A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	\$0.00	350 Users for 36 months	\$0.00
20	A-FLEX-EXP-ROOM	Expressway Room Registration (1)	\$0.00	3 Users for 36 months	\$0.00
21	A-FLEX-JABBER	Jabber (1)	\$0.00	125 Users for 36 months	\$0.00
22	A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	\$0.00	300 Users for 36 months	\$0.00
23	A-FLEX-P-TPRM-12X	Telepresence Room v12 License (1)	\$0.00	3 Users for 36 months	\$0.00
24	A-FLEX-P-ESS-12X	Essential v12 License (1)	\$0.00	25 Users for 36 months	\$0.00
25	A-FLEX-P-COMMON12X	Common Area v12 License (1)	\$0.00	50 Users for 36 months	\$0.00
26	A-FLEX-P-UCXN-12X	Unity Connection v12 License	\$0.00	300 Users for 36 months	\$0.00
27	A-FLEX-P-ER-12X	Emergency Responder v12 License (1)	\$0.00	750 Users for 36 months	\$0.00
28	A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	\$0.00	300 Users for 36 months	\$0.00
Total Recurring Charges:					\$42,030.00
Total:					\$42,030.00

Total (Option 2: 3 Years):

\$42,030.00

Sub Total:

\$0.00

Grand Total:

\$0.00

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
 State of Texas Vendor ID 17605152499
 Standard-Terms-for-Purchase-of-Services or Goods
 Quote valid for 30 days from date shown above.
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 Presidio Networked Solutions Group, LLC
 7701 Las Colinas Ridge #600,
 Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
 Texas DIR-TSO-4167
 Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
 Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
 Delivery: FOB Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) buying model for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

“Participating Affiliates” means Your Affiliates whose Meter counts are included on the EUIF.

“Affiliate” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **“Control”** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“End User”, “You” or “Your” mean the final purchasing entity as identified on the EUIF.

End User Information	
End User’s full legal name	
Address of End User’s principal place of business	

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s) ☐ None ☐ Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

Cisco Collaboration

Additional Defined Terms Used in This Section

“Employees” means full or part-time employees of You and Your Participating Affiliates.

“Contractors” means non-Employees who (i) work on Your or Your Participating Affiliates’ behalf, (ii) whose work is under Your or Your Participating Affiliates’ control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates’ systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

“Knowledge Workers” means You and Your Participating Affiliates’ Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan	
Cisco requires customers purchasing Enterprise Agreement to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase, and which are identified on your EUIF.	
☐	Webex Suite Enterprise Agreement
☐	Calling Enterprise Agreement
☐	Meetings Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Collaboration Flex Plan EA Offers	Value
Total quantity of Employees of the End User and Participating Affiliates ¹	a.
+ Total quantity of Contractors of the End User and Participating Affiliates ¹	b.
= Total Employees and Contractors (add a. and b.) ¹	c.
= Knowledge Worker count	d.

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Knowledge Worker faculty/staff count	b.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

Notes:

¹ The Employee and Contractor count listed will have no bearing on Your obligations, or those of the Approved Source, in connection with the Purchased Suite (as defined in the EA Program Terms).



End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER’S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER’S PURCHASE.

I HAVE READ THE EA PROGRAM TERMS INCLUDED AND DEFINED BELOW AND UNDERSTAND THAT IN THE EVENT OF A PURCHASE, THESE EA PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE EA PROGRAM TERMS.

End User Organization	
Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	EA_ACCOUNT_NAME
Authorized Representative Name	EA_NAME_NAME
Authorized Representative Title	EA_TITLE
Date	EA_DATE
End User Authorized Representative Signature	EA_USER_SIGN

Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, “EA Program Terms”) govern any Suites that You order under the Cisco Enterprise Agreement Program (“Purchased Suites”). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms, nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF, and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year’s Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

- ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms, and any orders placed thereunder are non-cancellable and may not be terminated.
- d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:
 - i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
- 5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
- 6. **True Forward.**
 - a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
 - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
- 7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.

8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.
14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.

19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
- a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
 - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
 - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
 - j. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
 - k. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
 - l. **"Entitlement"** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
 - m. **"Enrollment"** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
 - n. **"Enrollment Description"** means the supplemental program terms and description governing an Enrollment.
 - o. **"EUIF"** means the End User Information Form for the Purchased Suite.
 - p. **"EULA"** mean's Cisco End User License Agreement, available at cisco.com/go/eula (or similar terms existing between You and Cisco).
 - q. **"Growth Allowance"** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
 - r. **"Importation Fee"** means an import duty or tax on the purchase of Cisco hardware.

- s. **“Initial Entitlement”** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **“Initial Growth Cap”** means 105% of the Initial Entitlement.
- u. **“Licensing Documents”** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **“Meter”** means the unit of measurement for Software or Cloud Services Consumption.
- w. **“OD”** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **“Participating Affiliates”** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **“Purchased Suites”** has the meaning given to it in the introductory paragraph.
- z. **“Services”** means both Cloud Services and Support Services.
- aa. **“SEULA”** means the supplemental licensing terms governing Software.
- bb. **“Software”** means the Cisco software listed in the applicable Enrollment Description.
- cc. **“Suite”** means a combination of Software and Services in an Enrollment.
- dd. **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- ee. **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ff. **“Support Services”** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- gg. **“Term”** means the duration of the EA Program Terms.
- hh. **“True Forward”** means an annual adjustment to account for exceeding the previous year’s Entitlement.

Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex app	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		
	On-Premises Unified Communications Manager Calling	Software		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Webex Suite	Cisco Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex App	Cloud Service		
	Cisco Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Webex Events 5000	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“Deployed Knowledge Worker” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex app, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured. **“Knowledge Worker”** means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. **“Student”** means an individual who is currently

enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.

Supplemental Terms and Conditions for Cisco Collaboration Webex Suite

Definitions

“**Downturn**” means an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of your business that causes a reduction of your Knowledge Workers by 20% or more.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Webex Suite is 15%. During the Suite Term, You may Consume up to 115% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Downturn

After the first 12 months of the Suite Term, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20%, if such reduction is: a) attributed to Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the minimum requirement of 250 Knowledge Workers. You may request only one Downturn reduction for the Collaboration Webex Suite during the Suite Term. If You reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite due to Downturn, You may be required to provide Cisco with a revised EUIF. No refunds or credits will be provided for any services that have been delivered and/or invoiced.

PRESIDIO

TECHNOLOGY CAPITAL

PAYMENT AGREEMENT

This Payment Agreement ("PA") is executed and delivered as of December 8, 2021 and is by and between City of Brenham (Customer") Federal Tax ID # 74-6000404 with a place of business at 200 W. Vulcan, Brenham, TX 77833 and Presidio Technology Capital, LLC ("PTC"). Customer has entered into that certain software and/or services agreement by and between Customer and Cisco Systems, Inc. ("Provider") and supplied by Presidio Networked Solutions Group, LLC ("Reseller"), described as quote number 2001921006434-02 and 2001921005063-01 (Agreement"). Pursuant to the Agreement, the Provider has agreed to provide certain software and/or services to Customer ("Services") in accordance with the terms of the Agreement, and Customer has agreed to pay Reseller a fee of \$76,154.41 ("Fee") for the Services provided in the Agreement. In consideration of PTC's agreement to satisfy Customer's obligation to pay Reseller the Fee in accordance with the terms hereof, Customer agrees to pay PTC at its office located at Two Sun Court, Norcross, Georgia, 30092-9204 or at such other place as the holder of this PA may from time to time designate, total payments of Seventy Six Thousand One Hundred Fifty Four Dollars and 00/100 (\$76,154.00) ("Total Amount").

CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) THIS PA CONSTITUTES A DISCRETE PAYMENT ARRANGEMENT, SEPARATE AND DISTINCT FROM THE AGREEMENT IN ALL OTHER RESPECTS AND MAY BE ASSIGNED IN WHOLE OR IN PART BY PTC, (II) PTC SHALL NOT BE RESPONSIBLE FOR ANY OF THE PROVIDER'S OR RESELLER'S OBLIGATIONS UNDER THE AGREEMENT, (III) CUSTOMER'S OBLIGATION TO PAY PTC THE TOTAL AMOUNT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN IS ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, OR RIGHT OF OFFSET. ADDITIONALLY, PTC AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. ACCEPTANCE. Customer shall accept this PA upon execution by a duly qualified officer of Customer ("Acceptance"). Acceptance shall constitute Customer's irrevocable authorization for PTC to pay Reseller the Fee in full. The term of this PA shall commence on the date of Acceptance and shall continue until all of Customer's obligations to PTC hereunder have been satisfied in full.

2. INSTALLMENT PAYMENTS AND TAXES.

Customer promises to pay to the order of PTC, its successor and assigns and/or any subsequent holder hereof, the Total Amount on an installment basis over three (3) years in equal annual installments of \$25,384.80 (each, an "Installment Payment"). Notwithstanding anything to the contrary contained herein, the date the first Installment Payment period begins shall be February 1, 2022 ("Start Date") with the remaining Installment Payments being due on the same day of each subsequent year thereafter, until paid in full. If applicable, Customer further promises to pay to PTC, its successors and assigns and/or any subsequent holder hereof, all applicable sales, use, or any other tax allocable to the Agreement or this PA (collectively, "Taxes"). Taxes are not included in the Installment Payments and shall be invoiced or itemized separately if applicable. If any payment due hereunder is not received within five (5) days after the due date thereof, Customer agrees to pay a late charge equal to 5% of such overdue amount or the maximum amount permitted by law, whichever is less.

3. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that (a) Customer is an entity duly organized, validly existing and in good standing under applicable state law, (b) each of the Agreement and the PA is a genuine, legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditors' rights generally, (c) the undersigned signatory of Customer is authorized to execute each of the Agreement and PA, (d) the Agreement has been delivered to and accepted by Customer, (e) the execution, delivery and performance of the PA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property, and (f) the PA has been duly authorized, executed and delivered by Customer, (g) All requirements have been met, and procedures have occurred in order to insure the enforceability of this PA and Customer has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this PA, (h) The Services will be used by Customer only for the purpose of performing one or more governmental or proprietary functions of Customer consistent with the permissible scope of Customer's authority and will not be used in a trade or business of any person or entity other than Customer.

(i) Customer has funds available to pay all payments until the end of its current appropriation period, and it will request funds to make payments in each appropriation period, from now until the end of the term of the PA, (j) This PA has been duly executed and constitutes a valid, legal and binding obligation of Customer enforceable against Customer in accordance with the respective terms hereof, (k) Customer has an immediate need for, and expects to make immediate use of, the Services, which need is essential and not temporary or expected to diminish during the applicable PA term. Customer presently intends to continue the PA hereunder for its entire term and to pay all payments relating thereto.

4. ASSIGNMENT. CUSTOMER AGREES THAT PTC MAY ASSIGN SOME OR ALL OF ITS RIGHTS UNDER THIS PA TO ANY PARTY WITHOUT FURTHER NOTICE. CUSTOMER SHALL NOT ASSERT AGAINST PTC OR ANY SUCH HOLDER ANY CLAIM OR DEFENSE WHICH IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. UPON THE WRITTEN INSTRUCTION OF PTC, CUSTOMER SHALL MAKE PAYMENTS UNDER THIS PA DIRECTLY TO ANY ASSIGNEE. CUSTOMER SHALL PROMPTLY COMPLY WITH AND (IF REQUESTED) ACKNOWLEDGE IN WRITING SUCH INSTRUCTIONS. CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THIS PA ARE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DEFENSES, SETOFFS OR COUNTERCLAIMS THAT IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. CUSTOMER AGREES NOT TO ASSIGN, TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS PA WITHOUT PTC'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WITHOUT SUCH CONSENT IS VOID.

5. EVENTS OF DEFAULT. An event of default ("Event of Default") shall occur hereunder if Customer or any Obligor ("Obligor" shall include any guarantor or surety of any obligations of Customer to PTC under this PA): (a) fails to pay any Installment Payment or other payment required hereunder when due; or (b) breaches or shall have breached any representation or warranty made or given by Customer or Obligor in this PA, the Agreement or in any other related document or any such representation or warranty shall be untrue or, by reason of failure to state a material fact or otherwise, shall be materially misleading; or (c) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under the Agreement, and such failure or breach shall continue unremedied for a period of ten (10) days after the date on which notice thereof shall be given by PTC to Customer; or (d) shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for a substantial

part of its property without its consent, or bankruptcy or reorganization or insolvency proceeding shall be instituted by or against Customer or Obligor; or (e) conveys, sells, transfers or assigns substantially all of Customer's or Obligor's assets or ceases doing business as a going concern, or, if a corporation, ceases to be in good standing or files a statement of intent to dissolve, or merges or consolidates with any other entity, or abandons any or all of the Services.

6. REMEDIES. Should an Event of Default occur, then without notice to Customer or any other person:

(a) PTC may declare immediately due and payable and recover (as liquidated damages and not as a penalty) (i) all accrued and unpaid Installment Payments and other amounts and other sums then due, (ii) all remaining Installment Payments and other sums scheduled to become due, and (iii) accrued but unpaid late charges, collection costs, attorneys' fees and costs of enforcement of PTC, together with any other sums that Customer may owe to PTC under or in connection with this PA;

(b) PTC may cause the Provider to terminate, without liability or responsibility to Customer, all services and/or licenses granted to Customer under the Agreement to the extent such services and/or licenses have been financed pursuant to this PA, and/or cause Provider to withhold support, maintenance, consulting and other services provided under or in connection with the Agreement; and

(c) PTC may exercise any other remedies available at law or equity. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that PTC shall not be required to license, lease, transfer or use the services and/or software in mitigation of damages hereunder.

(d) Customer waives any and all claims against PTC for any losses, costs, injuries, damages, and/or any and all other expenses alleged by Customer arising from the exercise of any remedies available under this Section 6.

7. DISCLAIMERS. PTC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE PROVIDER OR THE RESELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PTC FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE services and/or, THE PROVIDER, THE RESELLER OR AGREEMENT, EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PTC DID NOT SELECT, MANUFACTURE, DISTRIBUTE, PROVIDE OR LICENSE THE SERVICES AND THAT CUSTOMER HAS MADE THE SELECTION OF THE PROVIDER AND THE RESELLER BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY PTC OR ITS AGENTS.

8. CREDIT INFORMATION. CUSTOMER AUTHORIZES PTC OR ANY OF ITS AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT PTC DETERMINES ARE NECESSARY. THIS PA IS SUBJECT TO FINAL CREDIT APPROVAL BY PTC AND RECEIPT OF ALL DOCUMENTATION IN FORM SATISFACTORY TO PTC.

9. SURVIVAL OF TERMS, NO WAIVER. Except as specifically provided herein, Customer hereby waives grace, demand,

presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and defense in collecting and bringing of suit. All obligations of Customer under this PA shall survive any termination of the Agreement. No delay or omission on the part of PTC hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this PA or under any other document or instrument executed or delivered in connection with this PA.

10. FINANCIAL STATEMENTS. Customer agrees to provide PTC copies of Customer's balance sheet, income statement and other financial reports as PTC may reasonably request. PTC and all holders of this instrument may assign their right hereunder without notice to, or consent of, Customer.

11. INDEMNIFICATION. Customer shall and does hereby agree to indemnify, defend and hold PTC and its assigns harmless from and against any and all taxes described in Section 2 of the PA and any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursements (including without limitation, reasonable attorneys' fees) of any kind whatsoever arising out of, on account of, or in connection with this PA, including, without limitation, the Services's selection, purchase, delivery, rejection, installation, ownership, possession, leasing, renting, operation, control, use, maintenance and the return thereof, or the exercise of any of PTC's remedies available under this PA. This indemnity shall survive termination of this PA and the Agreement.

12. CHOICE OF LAW. THIS PA SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PA OR ANY OTHER DOCUMENT SHALL BE COMMENCED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN TEXAS AND THE PARTIES HERETO CONSENT TO PERSONAL JURISDICTION THEREIN AND SERVICE BY CERTIFIED MAIL; PROVIDED THAT NOTHING IN THIS PA AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE PTC FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT ALLOWED BY LAW ITS RIGHT TO A TRIAL BY JURY. This PA shall constitute the complete and exclusive agreement of PTC and Customer with respect to the payment of the amounts owing hereunder and supersedes all prior oral or written understandings. No term or provision of this PA may be amended, waived, discharged or terminated except by a written instrument signed by Customer and PTC.

13. NONAPPROPRIATION OF FUNDS. If Customer's governing body, or, if applicable, the governmental entity from which Customer obtains its operating and/or capital funds to appropriate money for any fiscal year sufficient for the continued performance by Customer of all of Customer's obligations under this PA, as evidenced by the passage of an ordinance or resolution specifically prohibiting Customer from performing its obligations under this PA with respect to any Services, and from using any moneys to pay payments due under this PA for a designated fiscal year and all subsequent fiscal years, does not approve funds to be paid to PTC for the Services, Customer may, upon attempting to give prior written notice to PTC effective 60 days after the giving of such notice and upon the exhaustion of the funding authorized for the then current appropriation period, cancel the Services at Customer's expense and thereupon be released of its obligation to make all payments to PTC due thereafter. The foregoing notice [shall state the failure of the

legislative body or funding authority to appropriate the necessary funds as reason for cancellation and] shall be accompanied by payment of all amounts then due to PTC during the current fiscal year under the PA. Upon termination under this Section 13, Customer shall not be responsible for the payment of any additional payments coming due in succeeding fiscal years, but if Customer has not complied with the instructions set forth above, the termination shall nonetheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the amount of the payments that would thereafter have come due if this PA had not been terminated and which are attributable to the number of days after which Customer fails to comply with PTC's instructions and for any other loss suffered by PTC as a result of Customer's failure to take such actions as required. Customer agrees that, to the extent permitted by law, (x) Customer will not terminate this PA if any funds are appropriated by Customer or to Customer for the use of services similar to the Services during its fiscal year in which such termination would occur and (y) Customer will not spend or commit funds for the use of services similar to the Services until the fiscal year following the fiscal year for which funds were first not available for the PA payments.

In the event Customer cancels the Services pursuant to the terms of this Section 13, PTC shall retain all sums paid hereunder by Customer.

IN WITNESS WHEREOF, the parties hereto have caused this PA to be duly executed by their authorized representatives.

City of Brenham

By: _____
Print Name: _____
Title: _____
Date: _____

Presidio Technology Capital, LLC

By: _____
Print Name: _____
Title: _____
Date: _____



Regular City Council
AGENDA ITEM 15.

Agenda Item: Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-December 16, 2021

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

In 2018 the City of Brenham commissioned Kendig Keast Collaborative to complete a Comprehensive Plan and in September of 2019 the plan titled, *Plan 2040: Historic Past, Bold Future* (Plan) was adopted by the Brenham City Council. During the development of the Plan many important objectives and goals were outlined for the overall community and the Development Services Department. The Plan highlighted that the city was growing historically at a 1.5% compound annual growth rate. Many citizens commented that the city should expect to see faster growth than in the recent past due to the recent US 290 improvements and growth of both Houston and Austin metropolitan areas towards Brenham. At the time of the Plan, the city was experiencing a steady growth of between 60 and 80 new residential home permits annually (2014 - 2019). However, in 2020 the Development Services Department issued 98 new residential home permits and to-date in 2021 the department has issued a record breaking 171 new residential home permits. Similarly, commercial construction permits and values are on the rise. With recent new investment by Blinn on the Brenham Campus, new multiple-family housing in the pipeline or recently breaking ground, and the Baker Katz retail center well under construction (100,000+ square feet currently) the community is experiencing growth and development across all platforms and at a phenomenal rate. The Plan suggested that to properly accommodate said rapid growth the Department should focus on growth and revitalization strategies including updating codes to encourage compatible development and adopting procedures to streamline the development review and approval processes.

Currently to obtain a building permit, schedule an inspection, or to submit a planning application all requests and corresponding attachments are submitted via paper copies and digital copies and then subsequently emailed to various intake personnel. Following a completeness check the permit or application is then forwarded to the appropriate staff person(s). With the rapidly growing pace of the community and increased number of annual services processed by the Department it is necessary to reevaluate current workflows and business practices. The current system of paper submittal requirements for all permit types, paper inspection reports and no online payment system is both

inefficient for City Staff and is undesirable for the customer. As such, the Department is in need of an online portal for customers to complete tasks such as, to submit applications, schedule inspections, review plan review comments and pay associated fees. Similarly, staff is in need of an online management system which will automatically assign submittals to the appropriate staff contact, review committee or case manager. Currently City staff utilize a combination of Incode (Tyler Technologies) and Microsoft platforms (Teams, Word, Excel, etc). to organize submittals and return services to customers in a timely manner. However, with an increase in the demand for development a more efficient and centralized platform is needed to complete tasks in a manner that is timely and more transparent for customers.

City Staff began searching for the appropriate digital planning and permit software in 2019. Following extensive review and research of multiple software providers a clear leader emerged – Accela. Accela offers a software product that will allow the Department to increase its efficiencies and offer a more streamlined approval process for various applications and services. Accela was created specifically for building and planning departments and as such the software is easy to use by both City Staff and the overall construction industry. DigEplan is separate add-on to the Accela software that is focused on providing a customer facing platform that is both intuitive and easy to use regardless if utilized by an architect or a local home owner. Lastly, City Staff proposes to utilize an implementation software provider known as Avocette to guide Staff in the configuring, testing and go-live phases of both the Accela and DigEplan software modules. The implementation is projected to take between six to nine months and will require a team of city “subject matter experts”. All three companies and products are included in one contract provided by Carahsoft which is similar to BuyBoard for government IT solutions. A one-time implementation cost will be paid to Avocette (\$80,200) and an annual fee will be charged by Accela for multiple users of the Building and Planning modules (\$44,883.15 - year 1) and by DigEplan (\$9,462.86 - year 1) for use by the Plan Review Committee. The purchase of the annual licenses and the one-time implementation costs are budgeted expenses included in the fiscal year 2021 – 2022 adopted budget.

Additional software specifications and deliverables are included in the attached contract and technical data sheets.

ATTACHMENTS:

- | |
|---|
| (1) Carahsoft Contract for Signature
(2) DigEplan Data Sheet
(3) Accela Planning Data Sheet
(4) Accela Building Data Sheet |
|---|

RECOMMENDED ACTION:

Approve a multi-year contract between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and authorize the Mayor to execute any necessary documentation.
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GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Stephanie Doland
 Director of Development Services
 City of Brenham
 200 W. Vulcan Street
 Brenham, TX 77836 USA

FROM: Casey Oesterle
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: sdoland@cityofbrenham.org

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (979) 337-7269

PHONE: (571) 662-3010

FAX: (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2026
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 28570303
QUOTE DATE: 12/10/2021
QUOTE EXPIRES: 12/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$134,546.01

TOTAL QUOTE: \$134,546.01

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1 SOFTWARE						
1	SS21000MU305I-120	Multi-Solution - Accela Annual Accela Building and Planning Accela Inc - SS21000MU305I		\$2,992.21 GSA	15	\$44,883.15
2	DIGEPLANYEAR1	DigEplan Year 1 Carahsoft Technology Corporation - DIGEPLANYEAR1		\$860.26 OM	11	\$9,462.86
YEAR 1 SOFTWARE SUBTOTAL:						\$54,346.01
AVOCETTE SERVICES						
7	CON-PM	Project Manager (Per Hour) 1/3 of the contract amount to be paid on Project Start Date (net 30 terms) Carahsoft Technology Corporation - CON-PM		\$125.00 GSA	216	\$27,000.00
8	CON-PM	Project Manager (Per Hour) 1/3 of the contract amount to be paid at the end of phase 1 Carahsoft Technology Corporation - CON-PM		\$125.00 GSA	216	\$27,000.00
9	CON-PM	Project Manager (Per Hour) 1/3 of the contract amount to be paid after final acceptance into production Carahsoft Technology Corporation - CON-PM		\$125.00 GSA	209.6	\$26,200.00
AVOCETTE SERVICES SUBTOTAL:						\$80,200.00
SUBTOTAL:						\$134,546.01

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
TOTAL PRICE:						\$134,546.01
TOTAL QUOTE:						\$134,546.01

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2 SOFTWARE						
3	SS21000MU305R1-120	Multi-Solution - Accela Annual (1st Renewal Term) Accela Building and Planning Accela Inc - SS21000MU305R1		\$3,141.82 GSA	15	\$47,127.30
4	DIGEPLANYEAR2	DigEplan Year 2 Carahsoft Technology Corporation - DIGEPLANYEAR2		\$903.27 OM	11	\$9,935.97
YEAR 2 SOFTWARE SUBTOTAL:						\$57,063.27
YEAR 3 SOFTWARE						
5	SS21000MU305R2-120	Multi-Solution - Accela Annual (2nd Renewal Term) Accela Building and Planning Accela Inc - SS21000MU305R2		\$3,298.91 GSA	15	\$49,483.65
6	DIGEPLANYEAR3	DigEplan Year 3 Carahsoft Technology Corporation - DIGEPLANYEAR3		\$948.44 OM	11	\$10,432.84
YEAR 3 SOFTWARE SUBTOTAL:						\$59,916.49
SUGGESTED SUBTOTAL:						\$116,979.76

Use of DigEplan Products: Use of the DigEplan Products is subject to the applicable terms and conditions provided at <https://tdrv.eu/wx32aF>

Access to DigEplan Products: To allow Authorized Users access to the DigEplan subscription service, a URL and credentials will be provided to the Customer.

Use of Accela Products and Services: All use of the services specified in this document shall be governed, as applicable by the Accela Subscription Services and Support Agreement under GSA MAS attached hereto as Exhibit A with the following edit:

Section 11.2 (Subscription Periods & Renewals): The second to the last sentence is edited to state, "Except as otherwise specified in the applicable Order, Orders may only be cancelled or terminated early in accordance with Section 11.3 (Termination or Suspension for Cause) and Section 11.4 (Termination for the Government's Convenience)."

As between Customer and Accela, the parties agree that venue for any claims, lawsuits or legal proceedings shall lie exclusively with the State and Federal Courts that have jurisdiction over Washington County, Texas.

BY PLACING AN ORDER, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT UNDER GSA MAS.

*SaaS Software Purchase (Accela/DigEplan):

Yr. 1 Payment due Net 60 on first Day of Subscription.

December 8, 2021

Ms. Stephanie Doland
City of Brenham TX
200 West Vulcan Street
Brenham TX 77833

Re: Quotation for the Accela Civic Platform Civic Applications implementation

Dear Stephanie

Please find enclosed our updated quotation for the implementation and support of the Accela Civic Platform Planning and Building solution with DigEplan plan review.

Included is a description of our organizations, the proposed Accela Civic Platform solution, a description of the process to implement the solution, a high level schedule and detailed pricing for the solution.

Our payment process is for 1/3 of the contract amount to be paid on Project Start Date (net 30 terms), 1/3 at the end of phase 1 and 1/3 after final acceptance into production. The amount of the first payment will be \$27,000.00, the amount for the second payment will be \$27,000.00 and the amount for the third and final payment will be \$26,200.00

We look forward to discussing our proposal with you and to being able to support you now and in the future.

Sincerely,

Avocette Technologies Inc. and
Carahsoft Technology Corp

Attachments 3

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Introduction

Avocette Technologies Inc.

Avocette Technologies Inc. (Avocette) was founded in 1977 and has been in business for over 43 years. Avocette's focus is on providing IT solutions and consulting to public sector organizations at all levels. We also provide IT consulting services and software to non-profit organizations, healthcare providers and regulatory organizations.

We believe in providing our clients with the best solutions for their needs and supporting these solutions through their lifecycle. We meet our commitments by developing strong partnerships with leading technology organizations and by providing long term support. Our staff have a deep understanding of our clients' business as well as deep knowledge of the technology required to power it.

Our clients have rewarded Avocette's performance and commitment with repeat engagements and contract renewals. A number of organizations have been clients for more than twenty years.

Our employees are based out of offices in Victoria BC, Vancouver BC, Boston MA and Phoenix AZ with over 155 staff and 50 active subcontractors.

Avocette works collaboratively with our clients in long-term partnerships, by providing tailored solutions, best-of-breed software and responsive services. We deliver reliable on-going support and expertise, creating opportunity, stability, and mutual success.

Our Strategic Vision is:

***“Supporting clients with technology solutions that create
a foundation for business success.”***

Avocette's Accela Experience

Avocette currently has 28 experienced consultants with an average of nine implementations per consultant. In addition, as a full-service consulting company, Avocette has a team of Project Managers, Business Analysts, Technical Architects, Technical Analysts and Database Administrators. Avocette is an Accela Gold Certified Services Partner and we have been delivering and supporting Accela solutions since 2011.

Avocette's technical staff is very experienced in providing implementation services and several members of our team are in high demand to assist with complex implementation and integration projects. Avocette provides full implementation services including analysis, design, configuration, integration, data conversion, technical implementation and project management.

Avocette has specialized in providing an enhanced post implementation support services offering for Accela: Avocette's ServicePlus applications managed service offering. Our service level based support offering is available at a number of support levels including: "as needed", 5 X 8, 5 X 12, and 7 X 24. Avocette's post implementation support for upgrades, implementation of new and changed features, data conversions, integrations and new automation keeps your system up to date and provides for continuous improvement.

Avocette provides both standard and customized training. Avocette's trainers are experienced in delivering classroom and web based training to our clients. Our experience has been that, while standard training does provide the necessary foundation for client to use the system, standard training can be improved by understanding the true needs of the user base and adapting the training to meet their needs.

In addition to our deep experience in integrating Accela with numerous applications, we generally do data conversions as part of delivering the Accela-based solutions noted above. Our consultants are now recognized in the Accela community as experts in both interfaces using web services and complex data conversions. Avocette's staff are called upon by Accela and other Accela Partners to assist them with their projects.

Avocette staff take professional pride in their work and because we focus on the public sector our consultants are experienced in working in complex multi-stakeholder environments. Avocette is invested in our client's success and we encourage you to contact us for our references to learn how the implementation experience working with Avocette has been.

See the list below of Avocette's clients and experience.

Accela Clients	
■ *Regional Municipality of Wood Buffalo (Fort McMurray, AB) ■ City of Mesa AZ ■ City of Peoria AZ ■ *City of Scottsdale AZ ■ *Insurance Council of British Columbia, Vancouver BC ■ *Resort Municipality of Whistler BC ■ *City of Inglewood CA ■ *City of Commerce CA ■ *City of Cupertino CA ■ County of San Benito CA ■ City of Newport Beach CA ■ *Contra Costa County CA ■ *County of San Mateo CA ■ *City of Menlo Park CA ■ Lake County CA ■ San Bernardino County CA ■ Sonoma County CA ■ *UC Davis CA ■ Town of Yountville CA ■ City of Denver CO ■ Osceola County FL ■ *City of Atlanta GA ■ *City of Covington KY ■ *Boone County IL ■ Barnstable County MA	■ *City of Grand Rapids MI ■ *Oakland County MI ■ *City of Las Cruces NM ■ *Taos County NM ■ Clark County (Las Vegas) NV ■ *City of Watertown NY ■ New York City NY ■ New York State, Albany NY ■ *Hamilton County (Cincinnati) OH ■ *City of Loveland OH ■ *City of New Albany OH ■ *City of Kingston ON, ■ City of Barrie ON ■ *Town of Newmarket ON ■ *City of Brampton ON ■ *City of Sudbury ON ■ Deschutes County, OR ■ City of Albany, OR ■ City of Redmond, OR ■ *Linn County OR ■ City of Hillsboro, OR ■ City of El Paso, TX ■ City of Fort Worth, TX ■ *City of Lake Forest Park WA ■ *City of Seattle WA ■ *Skagit County WA

*Current active engagements

Accela Inc.

Accela was formed in 1981 and incorporated in California in 1999. We are a privately held corporation with headquarters in San Ramon, California. Accela's solutions are implemented in virtually all 50 states, as well as in Australia, Canada, New Zealand, and the United Arab Emirates.

Accela's public sector experience, proven technology, and passion for civic innovation makes us the platform of choice for agencies seeking to improve government and community engagement and for a broad range of developers and business partners looking to build their government businesses. **At Accela, civic excellence + civic engagement = civic good.**

We are harnessing our collective expertise to package and deliver civic solutions. Accela solutions enable more agencies to subscribe for streamlining processes and services and engage and better serve professionals and citizens in their communities. We are applying cloud, mobile, and social technologies to key agency and citizen challenges, and in the process, bettering government and governing through civic engagement.

In parallel, Accela's vibrant ecosystem promotes innovation in our solutions with a bold civic innovation program for developers and partners.

Accela's solutions enable agencies of all sizes to automate and streamline these civic processes:

- ▶ **Building communities** – Planning, Building, Service Requests
- ▶ **Growing businesses** – Business Licensing, Occupational Licensing, Alcohol Beverage Control, and Cannabis Regulation
- ▶ **Protecting citizens** – Fire Prevention and Environmental Health



Solution

We are proposing the Accela Planning and Building Civic Applications as the solution that meet the needs of the City. This solution is provided as a Software as a Service hosted on the Microsoft Azure Cloud. Below is a brief description of the proposed civic application and attached is a complete description of the proposed civic application solutions.

Planning Civic Application

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. One of the many processes they need is the authorization on planning and zoning related developments which occurs on a regular basis.

Some of the challenges planners now face may include:

- Inefficiencies in creating Master Plans, with long planning and approval times, and high costs.
- Ambiguity in planning detail, which results in excessive reviews and enforcement effort.
- Excessive time and cost for plan reviews on infrastructure projects.
- Long waits and extremely high costs for developers and contractors for Planning Commission review and approval, slowing project timelines and driving up costs for professional builders and citizens.
- Manual and detailed communications on plan reviews with Building departments to enable inspections.
- The time and cost of collecting and handling plan approval fees when collected in City offices.
- The results of manual steps and processes within Planning are the added time to every process, errors in data as employees manually capture and rekey data, and inspections requiring multiple trips back to the office for needed data and routing information.

Accela Planning helps state and local governments streamline and modernize their planning and zoning authorization programs and processes to improve internal efficiency, enhance service delivery and transparency and enhance the quality of development projects throughout the community. It includes online services, cross-department workflows, meeting scheduling, and electronic plan review. City staff can track every step of the processes, make assignments, manage their workload, and collaborate with others. Applicants can apply, track, and pay for their applications online.

Accela's Civic Applications provide the City:

- Minimal maintenance – Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased security – Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- Decreased overall costs – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- Easy upgrades – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- Fully supported solutions – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- Integrated technology – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.

- A highly configurable solution– Meet the unique needs of your agency with configurable components without the need for custom code.

The above benefits can help the City:

- Promote economic growth with faster plan development and processing
- Create more livable communities with more precision in zoning and codes
- Save money, with across-the-board automation
- Increase inter-department communication with electronic routing and collaboration
- Improve builder efficiency, with less work for developers
- Improve citizen satisfaction with efficient digital access and communications

What does the Civic Application include?

- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Contact and licensed professional types
- Role-specific functions
- Pre-defined “models” for extending Civic Applications

Citizen Requests

Accela Planning also includes a platform for citizens to submit complaints from their computers or mobile devices. Citizen request ensure agencies respond quickly to citizens’ complaints and improve their quality of life more effectively.

- Citizens download their mobile request app from their favorite app store
- Agencies can then manage inspections using Accela to manage the scheduling and routing process
- Data captured in the field, including pictures, notes, and documents, can be downloaded remotely, saving time and effort

Other key features include:

- Electronic Document Review and Management – All relevant documents are searchable, secure, and employees are always working with the correct versions.
- Workflow Management - Automates the tasks and functions needed for planning processes. The system can assign tasks, track reviews, associate documents and information to tasks, and keep the most complex processes running smoothly.
- Integration to GIS - GIS capabilities produce interactive maps and visualizations, making planning data easy to leverage and understand.
- Built-in reporting – Giving administrators and managers the information they need to manage City productivity, uncovering any bottlenecks or process congestion, and highlighting areas for process optimization or redesign.
- Robust mobile solution - Allows inspectors to efficiently manage their routing, access all needed documents and information in the field, and get more work done.

- A Modern and intuitive user interface - The HTML5 and responsive design provide a seamless experience for both City staff and citizens on any device.
- Online citizen portal – Providing a one-stop shop to apply, verify status, pay fees, and conduct property research, reducing in-person visits and phone calls, and improving the citizen experience.
- Platform-wide integration – Using APIs, SDKs, and open data, Accela Planning allows developers to integrate with existing software solutions to meet the unique needs of any community.
- Online payment system - with credit card, ACH, and trust account capability to increase convenience for citizens and remove the manual payment processing work from City employees.

Application types included in the Planning Civic Application

- Pre-Application Consultation
 - Zoning Verification
 - Rezoning
 - Conditional Use Authorization
 - Special Use Permit
 - Planned Unit Development
 - Variance
 - Change in non-conforming use
 - Administrative deviations
 - General Plan Amendment
-
- Site plan – Major
 - Site plan – Minor
 - Subdivision – Primary Plat
 - Subdivision – Final Plat
 - Lot Line Adjustment
 - Amendment to Approved Plans
 - Administrative Site Plan Review
 - Street and Alley Closure
-
- Certificate of Appropriateness
 - Floodplain Development Permit
 - Home Occupational Permit
 - Property Dedication
 - Street Name Change
 - Tree Ordinance NOI
-
- Appeal

Building Civic Application

State and local jurisdictions are tasked with enhancing the community's safety, welfare, economic opportunities and quality of life. Within the process of application to approved permit for construction, there are many steps managed by Building departments. Without automation, this process is lengthy and

costly for both the agency and builder. The lack of visibility into the process makes it hard for builders to manage resources, budgets, and timeframes. Communities who want to encourage development and growth know the permitting process must be made easier and less costly for builders.

Government agencies tend to have specific needs and requirements that differentiate themselves. As a result, technology vendors have relied heavily on their ability to customize products. However, heavy customization leads to long implementations, makes solutions difficult to support and maintain, and is challenging to upgrade. Fortunately, there are some similarities in agency processes and best practices to follow that make pre-built solutions a viable opportunity, in which these challenges can be overcome.

Accela offers pre-configured Civic Applications with built-in system functionality, record types, automation, and reports and notifications to reduce time to value, minimize maintenance, increase supportability and decrease overall costs. Our built-in workflow designer enables clients to make changes on the fly, instead of having to go in and code the changes themselves.

Accela Building, an Accela Civic Application, helps state and local governments streamline and modernize their construction permitting processes to improve internal efficiency, enhance service delivery and transparency and enhance the quality of development projects throughout the community.

Our Civic Applications provide the City:

- Minimal **maintenance** – Maintain your Civic Application with ease when you are confident you have all necessary security patches, performance improvements, and updates.
- Increased **security** – Stay up to date on all your security patches to reduce virus attacks. Our Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and international standards for complete data protection.
- Decreased overall costs – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- Easy upgrades – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- Integrated technology – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- A highly configurable solution– Meet the unique needs of your agency with configurable components without the need for custom code.

What does the Civic Application include?

- Mobile user interface, Citizen Access, APIs, and back office
- All platform technologies needed for the solution, including automation, citizen-facing portals, mobile technologies, GIS, APIs, etc.
- Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, etc.
- Pre-defined workflows, including business logic and rules
- Inspections and checklists
- Solution-specific fields
- Fee generation and payment adapters
- Reports and notification templates
- Standard libraries
- Contact and licensed professional types
- Role-specific functions

- Pre-defined “models” for extending Civic Applications

All state and local jurisdictions do their best to enhance the quality of development projects. This solution offers best practice regulation that helps with these processes.

Accela Building saves time for citizens by moving traditional counter services online. It can reduce the time to complete review tasks from days or weeks, to hours or even minutes:

- Submit permit application within a secure portal
- Builders can access from desktop, laptop, or mobile device
- Upload all relevant documents and plan approvals for the permit from any location
- Fee calculation and payment processing is online and automated
- Builders can schedule inspections online, instead of through phone calls and visits to the office
- Applicants have 24/7 access to plan review comments, inspection history, and overall status

Accela Building automates the review and route of permit applications:

- All documents and plans stay with the electronic case file, and automatic routing and workflow means tasks are assigned to correct City resources
- Integrations with other systems allow the reviewers to pull zoning and code information and have it attached to the file
- GIS support allows the visual representation of location-based information
- Document review capabilities allow multiple reviewers to share documents, mark up and comment on documents, and manage versions, within Accela Building
- No more handling of paper documents and plans, lost documents or files, or errors in data
- Managers and administrators get reports showing fees collected, process throughput, and if there are any backlogs or choke points to address

Accela Building also automates the data access, routing and data collection processes:

- Inspectors have their “office” on their mobile devices, allowing them to stay 100% in the field and perform more inspections in their workday
- Automates inspection assignments based on geographic region and inspector discipline, and optimizes scheduling and routing
- All relevant data, including permit history, plan data, conditional approvals, etc. is available on the inspector’s mobile device
- Inspectors capture data during the inspection, adding notes, photographs, and attaching other data, rather than waiting until they return to the office
- Use offline mode to ensure inspectors can do their jobs even when there is no network

Inspection reports can be sent directly to the customer or printed in the field which dramatically increases the speed in getting results to builders — which the construction industry greatly appreciates.

Other key features include:

- Electronic Document Review - Removes the need for paper in the permitting process. City employees can upload digital documents, comment on and markup documents, and ensure they always have the unstructured information needed to complete their inspections and process permits.

- Workflow Management - Automates the tasks and functions needed for permit processing. The solution assigns tasks, track reviews, associate documents and information to tasks, and keep processes running smoothly and on time.
- Integration to GIS - GIS capabilities produce interactive maps and visualizations, making planning and permitting data easier to understand.
- Online Reporting - Provides management insight into the metrics and data about the broader permitting function. This helps managers measure, track and analyze your permitting processes to uncover opportunity to improve employee speed and effectiveness.
- Accela Mobile - Allows inspectors to carry their "offices" with them. It provides all the functionality they need on their mobile devices to manage their schedules, route their travel, view GIS information, download needed information from the City systems, complete the inspection report, upload data captured in the field, and submit inspection reports electronically.
- Accela Citizen Access - The citizen portal ensures builders can more easily submit permit applications, make payments, check status, schedule inspections, upload information, and generally get a much better sense of the permitting process and status of their applications.
- A Modern and Intuitive User Interface - The HTML5 and responsive design provide a seamless experience for both City staff and citizens on their desktop and mobile devices.
- Platform-wide APIs, SDKs and open data – Developers can integrate data and processes across complementary solutions to meet the unique needs of agencies.

Permits included in the Civic Application

Commercial Construction

- Commercial New
- Commercial Addition
- Commercial Alteration
- Commercial Demolition
- Commercial Foundation
- Commercial Electrical
- Commercial Mechanical
- Commercial Plumbing
- Commercial Roofing
- Commercial Pool/Spa
- Commercial Accessory Structure
- Commercial Solar/PV

Residential Construction

- Residential New
- Residential Addition
- Residential Alteration
- Residential Demolition
- Residential Foundation
- Residential Electrical
- Residential Mechanical
- Residential Plumbing
- Residential Roofing
- Residential Pool/Spa
- Residential Accessory Structure
- Residential Solar/PV Permit

Miscellaneous Permits

- New Communication Facility
- Damage Assessment
- Elevator Permit
- Grading Permit
- Parking Lot Permit
- Sign Permit
- Temporary Structure

Amendments

- Add/Change Licensed Professional
- Change of Contact Information – Permit
- Permit Extension

Implementation Process and Scope

Avocette has created a five step process to implement the Accela Civic Applications for smaller jurisdictions. This process is designed to provide a viable, industry leading solution while at the same time minimizing cost and disruption to the organization. The process is based on adopting the Accela Civic Applications as the best practice standard for business processes then modifying them over time to more closely align to your specific needs.

Phase 1 – Startup - Implementation startup and familiarization training

The following table describes the steps taken and the deliverables provided during Phase 1 of the project.

Step	Process	Deliverables
Project initiation	Avocette's project manager meets with your project manager/leader to identify the people in your organization who will be responsible for: • Understanding the solution • Providing feedback and agreeing to changes to the solution configuration • Testing the system prior to implementation	Documented understanding of how the project in a short-form project charter.
Organization Configuration	You will provide the organization structure, user names, roles and security permissions for your team.	Configured users, roles and security permissions.
Project team solution familiarization	For each Civic Application your plan to implement Avocette will provide two application training sessions of four hours each to provide your project team with an understanding of the system capabilities and the Civic Application.	Core team trained on Civic Applications

Application walk-through	For each Civic Application that you have decided to implement the Avocette team will walk you through each process type from start to finish. During this walk through you will provide to Avocette the following: • Which of the built in record (process) types you want to implement and which ones you do not want to implement • For each record type you will provide feedback on critical changes required. For each record type you may specify up to 3 workflow changes, up to 2 new data fields, up to 1 new business rules and 2 changes to output reports (emails, invoices, letters etc.) for a total of 60 changes per Civic Application. • You may specify up to 1 new record type with associated business rules and workflow. *(Note: if new records are not required then you can optionally request up to 6 additional workflow changes, 10 new data fields and 3 additional report changes)	Documented changes to Civic Application processes.
Acceptance	Sign off of documented changes and additions	Signed off project document detailing changes and new records.

Phase 2 – Localization – Getting the apps ready for your operations

Step	Process	Deliverables
Implement Record changes	Avocette's project team will implement the requested changes and implement a new record if required.	Configured Civic Application with required changes and updates.
Implement Accela Citizen Access Portal	Avocette's team will integrate the Accela Citizen Access portal into your website.	Citizen Access portal configured.

Implement localization for reports, letters and emails.	For each letter and report provided with the Civic Application, Avocette will configure changes to any identity using your standard logo or salutations.	Updated letter, reports and emails.
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Phase 3 – Integrations and Data Conversion

Step	Process	Deliverables
Integrate your GIS system into the Accela Civic Platform	Avocette will create the connection between your ESRI GIS system and the Accela system. Up to 4 layer queries will be implemented.	Configured GIS solution
Integrate your payment server or use Accela payment server	For on-line transactions through the Accela Citizen Access portal, Avocette will integrate your payment service.	Payment service integrated into the Citizen Access Portal.
Integrate Outlook	For using calendaring, Avocette will integrate your outlook server so that emails can be sent from within the system and calendars can be maintained.	Outlook integrated into the Accela Civic Platform.
Data Conversion	If optionally selected, Avocette will convert data from your current system or spreadsheets to populate the system before go-live.	Integrated data

Phase 4 – Testing and Training

Step	Process	Deliverables
Testing	Avocette will provide support for your User Acceptance Testing.	Fully tested system ready to deploy
Training	Avocette will provide one day of training to all of the system users for each Civic Application.	Trained user community
Basic Administration training	Avocette will provide 2 days of system administrator training to your administrator.	Trained Administrator

Phase 5 – Go-live

Step	Process	Deliverables
Optional final data conversion	If selected, Avocette will complete the final data conversion prior to go-live	Fully converted data
Go-Live checklist	Avocette will work with you to complete the checklist for all of the activities needed to be completed prior to go-live.	Go-live checklist
Go-live	System live	System in production

Post Go-Live Support	Avocette will provide up to 20 hours of post-go live support over two weeks	System supported post-go live
Transition to Support	Transition to Avocette's ServicePlus support	

Schedule

The schedule from startup to go-live is variable based on the availability of your staff to support the implementation process. The typical time for implementing one module is three to six months from project initiation to go-live depending upon City staff availability.

Pricing

The pricing schedule below is divided into standard implementation and optional support. All pricing is exclusive of taxes.

Standard implementation

Module	Description	Cost
Accela Planning Civic Application	Implement the Accela Civic Application as described in Process and Scope including GIS integration, Outlook Integration, Adobe Pro integration, Financial Export and 6 months of Avocette's Service Level Based application managed service for Accela with 10 hour/month service hours.	\$42,000.00
Accela Building Civic Application	Implement the Accela Civic Application as described in Process and Scope	\$10,000.00
Custom records	Avocette will implement 4 additional custom record types from the following list: Brenham Construcion Permit (ROW) Fire System Permit Application Fixed Food Establishment Permit Mobile Food Establishment Permit Application Temporary Food Establishment Application Vendor Solicitor Permit Application	\$8,000.00
DigEplan Integration (See attached Addendum)	Avocette will integrate the DigEplan plan review system into the Accela Civic Platform	\$15,000.00
Laserfiche Integration	Avocette will integrate the City's Laserfiche system such that upon closeout of project all of the related documents will be posted to the Laserfiche system.	\$4,000.00
On-Site Training	3 days on-site training subject to Covid-19 travel restrictions.	\$1,200.00
Total		\$80,200.00

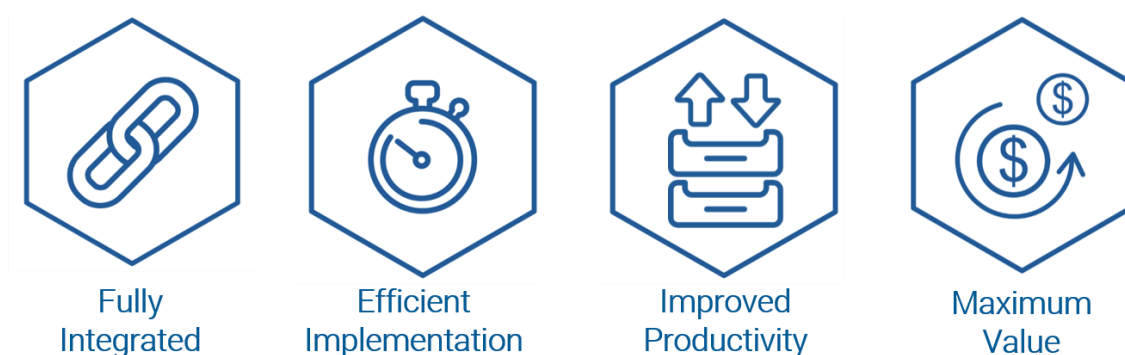


Appendix:FULLY INTEGRATED ELECTRONIC PLAN REVIEW

DigEplan is purpose-built for government permitting, providing a *fully integrated easy-to-use electronic plan review solution* that helps automate & streamline permitting services. With rapid deployment options, DigEplan ensures customers are quick to realize a return on investment.

DigEplan removes the challenges of redundant manual processes while enhancing your agency's productivity in issuing permits. Utilizing a simple and cost-effective pricing model while providing a robust set of features, DigEplan stands out as the electronic plan review solution offering the most value to government agencies throughout North America.

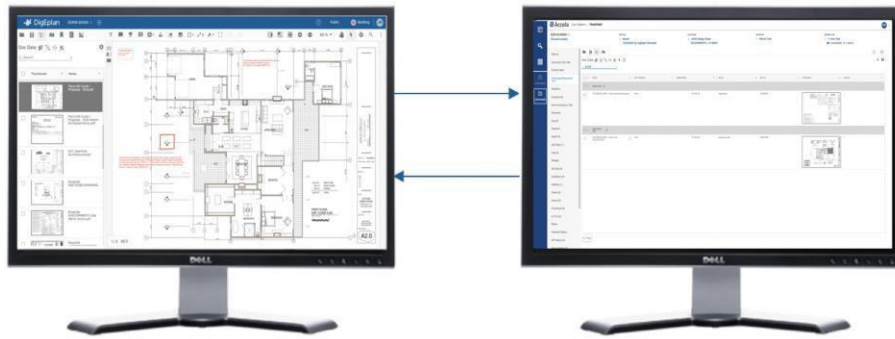
The DigEplan Advantage



DigEplan for Accela

DigEplan, electronic plan review for Accela provides an efficient, flexible, and secure method for states, counties and cities to streamline electronic plan review and accelerate permit application processes, removing the need for paper, complex third-party integrations or disconnected PDF mark-up tools.

DigEplan enables Accela users to efficiently work with electronic plans that need to be viewed, commented upon, stamped, and rejected or approved. Accela users can instantly access plans and other supporting documents for analysis, viewing, annotation, stamping, printing, and archiving, removing the need for paper or cumbersome desktop PDF tools.



DigEplan is fully integrated to Accela so all interactions with the plans are recorded and available in Accela to create a seamless and efficient end-to-end permitting service

Reduce complexity and simplify your IT real estate

DigEplan for Accela does not require a separate portal, workflow, database, client installs, or file upload / download. It is fully integrated into your Accela document management, screens, workflows and tasking, reducing complexity and providing an integrated user experience. Managing duplicate functionality for workflow, document management and portals alongside complex third-party integrations is an overhead on day-to-day operations and creates complexity in customer support.

Lightening performance and reliability removing the need to triage plans DigEplan's performance is comparable with desktop PDF viewing applications, but with all the advantages of full integration. This allows organizations to work with large plan

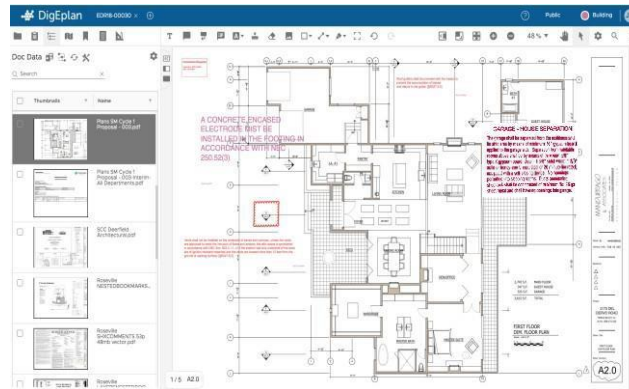
sets experiencing high performance for page loads and sheet navigation with engineering grade reliability. No more wait time, file opening issues or triage for plans required.

Remove inefficient, non-integrated PDF desktop tools

Permit applications are typically reviewed by multiple departments within a city and external stakeholders. Traditionally, with paper-based processes or non-integrated desktop PDF tools, reviews were completed in a consecutive manner with the application being passed around to each reviewer. Desktop-based PDF tools require users to download and upload plans, and supporting documents, alongside a significant amount of manual data entry. This slow and inefficient practice leads to delays and less than timely approvals.

Using a fully integrated electronic planning review tool for Accela, reviewers can simultaneously review planning applications without any downloads, add their digital comments, and redlines at the same time. This serves to standardize, streamline and accelerate workflows for the electronic planning process.

DigEplan for Accela provides a rich set of engineering grade annotation features that allow reviewers to communicate, comment and add in-context observations and instructions, directly within plans and supporting plan documents.



DigEplan enables users to work with electronic plan workflow review cycles directly from Accela

Instantly analyze resubmitted plans with the comparison and overlay function

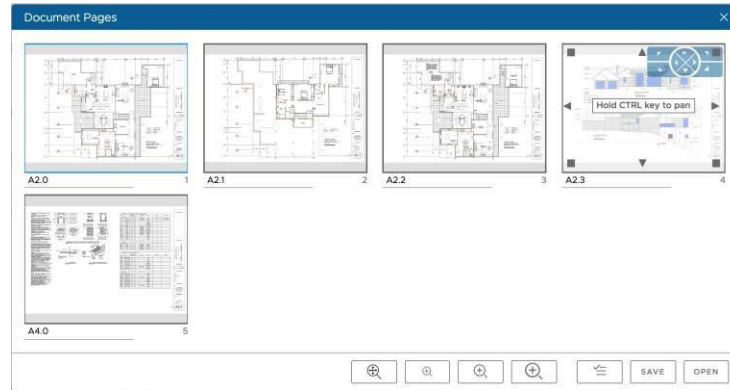
The compare capability allows users to instantly determine what has been added, removed, or changed in documents. This is particularly useful during the review of resubmitted plans or documents. Hard to spot differences between the original file and subsequent resubmittals can be easily identified, saving time and quickly catching accidental or intentional changes beyond what was requested.



Quickly and easily spot hard to see differences in subsequent review cycle

Increased productivity and simplified submission standards with sheet management

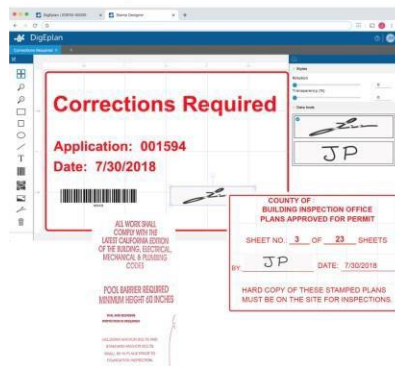
DigEplan supports the management of plans at a sheet level, removing the need to force applicants to resubmit entire plan sets at each cycle, or requiring plans to be split on upload, which is complicated and cumbersome.



Sheet management is automatic with DigEplan, so applicants and plan reviewers do not need to split plans on in-take

Intelligent and batch stamping processes

Reviewers can apply Intellistamps to electronically sign and stamp document sets with attributes from Accela. Intelligent stamps retrieve and insert information from Accela, enabling quick approvals and digital sign-off. The sign-off stamp contains information about the annotation author, CASE ID, date and time of creation, providing a reliable audit trail of changes and approvals.



DigEplan Intellistamps uses Accela meta-data that supports electronic stamping and sign-off

Automatically extract correction comments from plan review cycles; combined with the plans with revisions required sheets

Once a document has been reviewed in DigEplan for Accela, the details of any correction comments can be extracted from the marked-up plans and used to populate the Accela comment tracking module and report. This allows comments to be tracked through multiple review cycles.

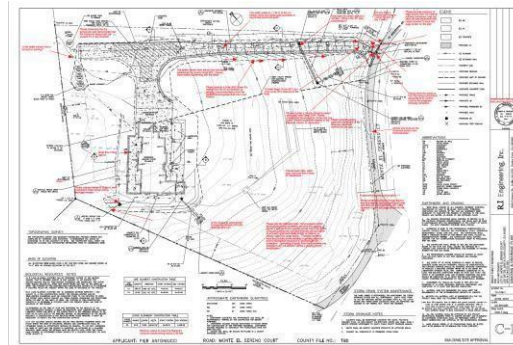
Permit Type: Construction Permit	Application Number: DEV18-00012
Project Description: Grading for SFR	Owner / Applicant / Contractor Name: Antonucci Pier G Trustee
Document Name: Civil - 01	Site Address: Monte Sereno
Report Date: 11/06/2018	Los Gatos CA 95030

Comment Author Contact Information:

Author Name	Author's Email	Author Phone No.:
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Corrections in the following table need to be applied before a permit can be issued

Author Discipline	Author Name	Comment Status	Page No	Comments	Response Comments
Environmental Health	CFreitas	Open	2	Redesign to avoid the crossing.	
Fire Land Use		Open	3	Place a reversing curve to the left, tangent to both the proposed driveway and Monte El Sereno Court, to provide the minimum turning radius acceptable to the Fire Marshal's Office.	
Land Development	CFreitas	Open	1	11415-18G5	



Correction reports, that can be created based on the review status, all available in the Accela record and citizens access

Rapid configuration and go-live with DigEplan for Accela

DigEplan for Accela is configured by certified, highly experienced delivery partners with elapsed go-live times of less than 60 days.

Investing in Innovation

DigEplan is committed to maximizing your agency's investment in your permitting system of record. To that end, DigEplan has developed new features that go well beyond a typical electronic plan review solution by enhancing the functionality within Accela.

Digital Projects

Digital Projects, also known as the Digital Project Coordination Room, gives customers the choice to use Citizen Access for interactive issues on commercial grade projects. This feature is fully integrated to Accela Citizen Access and the Accela back office to support regulatory processes that may require additional features including plan intake checks for digital signatures, page orientation, sheet references and password protection.

This ability to digitally manage the review cycles and issues, from within Accela, has the potential to eliminate the correction letter.

File Submission Analyzer

DigEplan's File Submission Analyzer is embedded in your Accela portal and provides real time feedback to your applicants. Applicants can fix issues before submitting their documents, completely eliminating the cost and time spent in administering bad data. DigEplan helps to improve your permitting experience to your customers by ensuring a smoother process and quicker permit issuance.

Enhanced Document List Viewer

DigEplan's Enhance Document List Viewer provides an enhanced set of features for the Accela back office, improving user experience and saving time. Users can search, group,

categorize and save views, simplifying the way they interact with documents and plans, straight from the Accela back office.

The Enhanced Viewer for Accela can be added for non-plan reviewers for use cases requiring view and checking, as well as other common tasks. Redaction and a document compiler are available to support the removal of sensitive information and to augment document-based information for FOIA requests.

Project Plan for the Implementation of DigEplan

In addition to project management and analysis effort, all DigEplan implementations consist of:

- Configuration
- Training
- Testing and Go Live Prep
- Go Live Support

DigEplan implementation is scheduled for approximately six (6) weeks, tbc upon project initiation.

Benefits of DigEplan Implementation Approach:

- Low risk & efficient schedule
- Goal oriented plan
- Deep end-user training
- Integrated ongoing support*

**Ongoing product support is included as part of the annual software licensing fee.*

Signature and Acceptance

Accepted By: Carahsoft	Accepted By: City of Brenham
By:	By:
Print Name:	Print Name:
Title:	Title:
Signature Date:	Signature Date:

EXHIBIT A

Accela Customer Terms Under GSA MAS

ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT UNDER GSA MAS

THIS ACCELA SUBSCRIPTION SERVICES AND SUPPORT AGREEMENT ("AGREEMENT") APPLIES ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT, OR OTHER ELIGIBLE ORDERING ACTIVITY UNDER THE GSA MULTIPLE AWARD SCHEDULE ("MAS"). THE AGREEMENT AND ALL TERMS AND CONDITIONS THEREIN ARE INCORPORATED INTO ANY ORDER ISSUED BY CUSTOMER OR SCHEDULE HOLDER ON BEHALF OF CUSTOMER UNDER THE MAS. IF THE CUSTOMER IS NOT AN EXECUTIVE AGENCY OF THE U.S. GOVERNMENT OR AN ELIGIBLE ORDERING ACTIVITY (EXCLUDING STATE AND LOCAL GOVERNMENT ENTITIES), THEN THE ACCELA SUBSCRIPTION SERVICES TERMS AND CONDITIONS AT [HTTPS://WWW.ACCELA.COM/TERMS/](https://www.accela.com/terms/) APPLY.

1. DEFINITIONS

- 1.1. **"Accela Systems"** means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2. **"Aggregate Data"** means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3. **"Authorized User"** means one named employee contractor or agent of Customer (identified by a unique email address), for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- 1.4. **"Consulting Services"** means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. A description of the currently available Consulting Services Description & Policy is available at www.accela.com/terms.
- 1.5. **"Customer"** means an "Executive Agency" of the U.S. Government as defined by the General Services Administration, or other Eligible Ordering Activity as set forth in the Order.
- 1.6. **"Customer Data"** means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.7. **"Documentation"** means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.8. **"Eligible Ordering Activity"** means an agency or activity this is specifically authorized under the General Services Acquisition Regulations ("GSAR" 552.238-78) to place an Order to be issued under a GSA Schedule Contract.
- 1.9. **"External Users"** means third party users of the Subscription Services that access the public facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.10. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.11. **"Order"** means the order form or other mutually acceptable document fully executed between (i) Customer and Schedule Holder where Customer is purchasing Subscription Services and Support Services through a Schedule Holder, or (ii) Customer and Accela, where Customer is purchasing Software

and Support Services directly from Accela, that references and incorporates this Agreement, and in either case is subject to acceptance as set forth in **Section 3 (Order and Payment Terms)**.

1.12. **"Schedule Holder"** means the entity holding the GSA Schedule or other prime contract under which the Customer has placed its Order.

1.13. **"Service Availability Policy"** means the service availability and security policies located at www.accela.com/terms.

1.14. **"Subscription Services"** means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.15. **"Software"** means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.16. **"Support Services"** means those technical and help services provided by Accela in accordance with the Support Services Policy located at www.accela.com/terms.

1.17. **"Subscription Period"** means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS

2.1. **Right to Access.** Subject to the terms and conditions of this Agreement Accela hereby grants to Customer a limited, non-exclusive, non-transferrable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service will be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then current rates.

2.2. **Support Services & Availability.** During the Subscription Period, Accela will provide to Customer the Support Services specified in the Order and will make all commercially reasonable efforts to attain the service levels as specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the services level. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. **Consulting Services.** Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Federal Travel Regulations (FTR) which can be found at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-ftr> or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day will be equal to eight (8) hours.

2.4. **Restrictions on Use.** Customer will not, and will not permit others to (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) store or transmit of libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis, the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (x) access or use components of the Subscription Service not licensed by Customer; (viii) use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (ix) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Subscription Services; or (x) access or use the Subscription

Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer will receive a limited license, consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Restriction of Rights. The Software is provided with "RESTRICTED RIGHTS." Use of the Software by Customer constitutes acknowledgment of Accela's proprietary rights in it. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, derivative works, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted herein.

2.7. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. ORDER AND PAYMENT TERMS

3.1. All Orders are subject to this Agreement, except as required by applicable law or the GSA Schedule's Order of Precedence clause. Orders are not binding on Accela unless (i) this Agreement is expressly incorporated in each Order, and (ii) the Order is accepted by Accela. Orders for Subscription Services and Support Services are deemed accepted upon Accela delivery of the Subscription Services and Support Services set forth in the Orders.

3.2. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance and such fees will be due and payable on the first day of the Subscription. Payments will be made and any interest on late payments will be paid in accordance with the Prompt Payment Act (31 U.S.C. §3901-07). All other invoices will be due and payable net 30 from the date of the applicable invoice. All Subscription fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "Taxes"). If any such Taxes are owed or payable for such transactions, they will be paid separately by Customer without set-off to the fees due Accela. Customer is responsible for paying all Taxes associated with Customer's Subscription as permitted under FAR 52.212-4 (OCT 2018) Contract Terms and Conditions – Commercial Items, Taxes (Alternate II – JUL 2009) (FAR Deviation) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – FEB 2018).

3.3. Purchases from Schedule Holder. To the extent that Customer has purchased any Subscription Services or Support Services through Schedule Holder, subject to these terms, any separate payment arrangements and terms will be exclusively through such Schedule Holder, and Accela is not a party to such transactions. Accela's sole obligations are set forth herein. Customer is responsible for paying all Taxes associated with Customer's Subscription as permitted under FAR 52.212-4 (OCT 2018) Contract Terms and Conditions – Commercial Items, Taxes (Alternate II – JUL 2009) (FAR Deviation) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – FEB 2018).

4. **CONFIDENTIALITY.** As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received

without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and (ii) will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is (a) compelled by law to do so, including under any provisions that require the Customer to disclose information under the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court, and (b) pursuant to proper requests for such information from the United States Government as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.); provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA

5.1. Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

(i) Usage. Customer will be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.2 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services will perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or, after making all commercially reasonable attempts to do the foregoing (c) terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services will be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. **INDEMNIFICATION**. Subject to 28 U.S.C 516 (pertaining to conduct of litigation reserved to the United States Department of Justice), 28 U.S.C §1498 (pertaining to patent and copyright cases), and

the remainder of this Section 7 (Indemnification), Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Customer, at Accela's expense, in the defense and/or settlement of such claim and (c) the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance), (b) replace the Subscription Services with a service that is non-infringing that provides substantially similar functionality and performance, or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre- paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent for any claims arising from (i) any combination of the Subscription Services with products, services, methods of a third party; a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT WILL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION WILL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

9. SECURITY. Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its

limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. THIRD PARTY SERVICES. Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services ("Third Party Services") and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

11. TERM AND TERMINATION

11.1. Agreement Term. This Agreement will become effective on the Effective Date and will continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Customers access to the Subscription Services and Support Services may be renewed at any time by execution of an Order referencing the then current Accela Subscription Services Agreement and Support Policy for an Executive Agency of the U.S. Government, or other Eligible Ordering Activity under the GSA MULTIPLE AWARD SCHEDULE ("MAS"). Except as otherwise specified in the applicable Order, Orders may only be cancelled or terminated early in accordance with Section 11.3. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. Termination or Suspension for Cause. Subject to, and to the extent not prohibited by, the Contract Disputes Act and FAR 52.233-1 (Disputes), Accela may terminate this Agreement if it is determined that Customer has failed to comply with the terms stated herein.

11.4. Termination for the Government's Convenience. Customer may terminate this License in accordance with GSAR 552.212-4(l), if applicable.

11.5. Accela will cooperate with Customer's contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate Customer's account and restore Customer's access to these services upon the removal or resolution of such conditions. Nothing in this section will operate to limit Customer's rights and remedies otherwise available to Customer under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate this Agreement for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-5(d).

11.6. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.7. Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) three days after sending registered, return receipt requested, post or (iii) one day after sending by commercial

overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2. Governing Law and Jurisdiction. This Agreement is governed by the applicable federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connections with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4. Assignment. Except to the extent transfer may not legally be restricted or as permitted by Accela's transfer and assignment policies, Customer may not assign this Agreement, any Order, or any right or obligation herein or delegate any performance without Accela's prior written consent, which consent will not be unreasonably withheld. Accela may assign (i) its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and FAR 52.212-4(b), and (ii) this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. § 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), the Customer will recognize Accela's successor in interest following a transfer of Accela's assets or a change in Accela's name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Accela may use its affiliates or other sufficiently qualified subcontractors to provide services to Customer, provided that Accela remains responsible to Customer for the performance of the services.

12.5. Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement provided that in all respects for Customer and Accela will comply with GSAR 552.203-71.

12.6. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela; provided however for Customer, changes, delays and terminations rights as a result of changes or delays will be governed by the applicable FAR and agency FAR supplemental clauses. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

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Modernize Your Agency's Electronic Plan Review with DigEplan and Enhance Your Overall Permitting Service

Desktop based PDF mark-up tools provide a cheap solution for plan review, but there are significant hidden costs and significant governance issues.

In benchmarking DigEplan vs Desktop based mark-up tools, DigEplan was **200% faster** in a typical plan review. With complicated plan review processes, numerous manual steps and data entry that create errors and omits audit information, fully integrated electronic plan review has significant advantages.

- DigEplan never splits, alters or allows the original plans, sheets, content and supporting documents to be altered and in addition all transactions are logged for audit purposes should any legal procedures need to be executed in the future or disputes arise.
- Without a fully integrated electronic plan review solution users are forced to conduct manual steps, creating a higher propensity for errors and time-wasting operations. DigEplan eliminates 95% of the manual keying and data entry due to its deep integration.
- Desktop and cloud management for IT is required for desktop-based mark-up tools. DigEplan is cloud based and only requires a standard web browser
- File downloads / uploads / downloads / uploads for collaboration is required with desktop-based mark-up tools. DigEplan works directly from the system record removing entirely the need to work outside of the system of record.
- With desktop-based mark-up tools simultaneous mark-up requires co-ordination and the creation of different collaboration sessions outside of the workflow of Accela. DigEplan is fully integrated to the Accela workflows, records, tasking, plans and documents and live collaboration and simultaneous mark-up is a single click away.
- DigEplan provides a significant enhancement for Accela users when working with plans and documents, which enables efficient grouping, searching and data views.
- DigEplan's intelligent stamps use the system meta and record data to automatically update the stamp information and there are numerous time saving location features.



- DigEplan automatically generates the corrections reports, combining the Accela data, mark-ups and plans in Excel or PDF using straightforward configurable templates. This helps avoid audit data loss due to non-integrated corrections reports.
- DigEplan supports use of general comments which are applied on the plans and created at the record level. These comments are separated in the corrections reports.
- DigEplan has a concept of all record mark-ups, so users can instantly access mark-ups and the sheets on which they reside in a single mouse click.
- Sheet management requires complex and additional software in desktop-based mark-up tools. DigEplan sheet management works out of the box directly from the system of record without requiring any additional software or manual steps.
- DigEplan is cloud based and employs a constant deployment model, where new features and functions are added. We have numerous examples of customer led enhancements that have been suggested and available within 30 days.

Why DigEplan?

- A true plugin to Accela using the construct API
- 100% integrated to Accela Citizen Access portal and Accela Backoffice
- 100% cloud based with no desktop install
- Provides automated file validation for file integrity, saves time for applicants and government staff
- Comment collaboration form the ACA portal
- Integrated to the Accela Standard Comment library
- Unlimited concurrent real time reviewers
- Multiple sheet comparison or overlay options
- Supports sheet level versioning, slip sheeting and removal of single pages
- Has a rich set of markup features
- Robust Stamp creation tool that can pull data from Accela, barcodes, signatures onto stamps
- Quick to implement, average 4-weeks
- Easy to use w/ built in help tool
- Dozens of implementation partners to ensure your agency is not only supported by DigEplan directly but also from a strong ecosystem of world-class expertise

Accela Planning



Accela Civic Application for Planning helps communities build and grow safely with zoning, planning, plan review and approval, complaint management, and code enforcement automation. The solution is a full-featured platform for public projects or private developments.

The Civic Application comes with a pre-built set of components including industry standard configurable fields, document types, tables and workflows to speed implementation and deliver the customer a solution they can run with.

Why Invest in Civic Applications?

- **Reduced time and cost to deliver** – Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- **Minimal maintenance** – Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements and updates.
- **Increased security** – Stay up-to-date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- **Decreased overall costs** – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version, so you can enjoy upgrades as they're released.
- **Fully supported solutions** – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.

*The listed request types, automation, and reports and notifications below are included in the Accela Civic Application for Planning out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

Request Types

The table below represents a list of request types included in the Civic Application for Planning.

Early Assistance	Plan/Design Review	Other Services
Pre-Application Consultation	Site Plan – Major	Certificate of Appropriateness
Zoning Verification	Site Plan – Minor	Floodplain Development Permit
	Subdivision – Preliminary Plat	Home Occupational Permit
	Subdivision – Final Plat	Property Dedication
	Lot Line Adjustment	Street Name Change
	Amendment to Approved Plans	Tree Ordinance NOI
	Administrative Site Plan Review	
	Street and Alley Closure	
		Appeal
		Appeal
Land Use		
Rezoning		
Conditional Use Authorization		
Special Use Permit		
Planned Unit Development		
Variance		
Change in Nonconforming Use		
Administrative Deviations		
General Plan Amendment		

System Functionality

The table below represents the Accela Civic Application for Planning system functionality with its associated capabilities.

Feature	Capability
Automated Workflow & Task Management	Agency staff manages the planning lifecycle from application submission to approval through automated work tasks and assignments
Conditions of Approval	Application requirements may be configured as conditions of approval allowing the staff to easily track requirements on the development as they are met or addressed
Documentation Requirements	Agencies can require documentation conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to the application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions and submit plan approvals
Fee Payment Processing	Agencies can apply fees for applications utilizing out-of-the-box fee formulas to simplify complex fee calculations
GIS Map Integration	Empowers agency staff to review proposed development, assign addresses, and record approved plans
Online Request Application	Applicants may file applications, submit required documents, pay fees and track their progress online

Feature	Capability
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates
Application Flagging	Agencies empowered to flag applications, addresses, or land parcels based on a custom field criteria and/or GIS data element
Application Payments	Accela payment technology integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account

Automation

The table below represents configurable automation established within the Accela Civic Application for Planning. This automation supports the processing of requests or applications and is triggered based on user events.

Automation	Description
Application Notification Emails	Inform users of application status through automated email notifications
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Permit Issuance	Updates information on a permit application upon permit issuance, including expiration information, record status, etc.
Permit Renewal	Updates actions such as expiration date, record and expiration status and copies components from renewal record to permit record when a permit is renewed
Required Contact Field Settings	Set required fields for contact information within the Planning module
Workflow Regulation	Prevent user workflow advancement through the application process when conditional requirements exist such as an application requiring a specific contact type, or an existing outstanding balance that must be paid

Reports and Notifications

The table below provides the reports and notifications included in the Planning Civic Application.

Report Name	Description
Active Planning Applications	Lists all planning and zoning applications that are being processed, grouped by application type
Address Activity	Lists all planning/zoning authorization, permits and inspections associated with an address or parcel number
Days to Decision Notification	Metrics report showing the number of days taken from application received date to decision notification date
Planning/Zoning Applications by Month	Provides a monthly summary of all planning and zoning applications

Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Case Closed	Informs an applicant that their application has been closed
Permit Issuance	Informs an applicant a permit has been issued
Permit Status	Informs an applicant a status change on their permit
Request Approved	Informs an applicant the request has been approved
Request Denied	Informs an applicant the request has been denied
Request Withdrawn	Informs an applicant the request has been withdrawn

What else is included in the Accela Civic Application for Planning?

- > SaaS platform
- > Mobile
- > Citizen Access
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

**Note: For a full list of request types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Planning: Planning/Zoning Enforcement data sheet.*



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**Ready to take
the next step?**

accela.com/planning-next-step

Accela Building



Accela Civic Application for Building streamlines and modernizes the construction and permitting, trade licensing, and code enforcement processes online and in the back-office. The solution improves internal efficiencies, enhances service delivery, and increases the quality of development projects throughout the community.

The Civic Application includes industry standard configurable fields, document types, checklists, inspection types and workflows. These automated workflows reduce the time it takes to process permits by assigning appropriate workloads to specified staff members. In addition, the solution allows for parallel reviews of plans, enables inspections through a mobile application, and offers the online collection and payment of fees to ease the burden of agency staff. Now you can gain transparency for applications from submission to certificate of occupancy.

Why Invest in Civic Applications?

- **Reduced time and cost to deliver** – Pre-packaged solutions accelerate the time it takes to start achieving goals and initiatives, helping agencies become successful faster and at a reduced cost.
- **Minimal maintenance** – Maintaining your Civic Application becomes painless when you are confident you have all necessary security patches, performance improvements, and updates.
- **Increased security** – Stay up to date on all your security patches to reduce virus attacks. Accela Civic Applications are hosted on a Microsoft Azure infrastructure that meets various ISO, U.S. and International standards for complete data protection.
- **Decreased overall costs** – Cut costs associated with running an on premises solution including IT, maintenance and support expenses.
- **Easy upgrades** – Take the hassle out of keeping your software updated with a SaaS solution that ensures you're always on the latest version so you can enjoy upgrades as they're released.
- **Fully supported solutions** – Experience high functioning solutions that are fully supported by Accela's Technical Support team.
- **Integrated technology** – Platform-wide APIs, SDKs and open data allow developers to integrate data and processes across complementary technology for a more robust solution.
- **Highly configurable** – Meet the unique needs of your agency with configurable components without the need for custom code.

*The listed permit types, automation, and reports and notifications below are included in the Accela Civic Application for Building out-of-the-box and are a starting point for government agencies. Additional configurations may be added through the Accela professional services team.

Permit Types

The table below represents a list of permit types included in the Accela Building Civic Application.

Commercial Construction	Residential Construction	Miscellaneous Permits
Commercial New	Residential New	Communication Facility
Commercial Addition	Residential Addition	Damage Assessment
Commercial Alteration	Residential Alteration	Elevator Permit
Commercial Demolition	Residential Demolition	Grading Permit
Commercial Foundation	Residential Foundation	Parking Lot Permit
Commercial Electrical	Residential Electrical	Sign Permit
Commercial Mechanical	Residential Mechanical	Temporary Structure
Commercial Plumbing	Residential Plumbing	
Commercial Roofing	Residential Roofing	
Commercial Pool/Spa	Residential Pool/Spa	
Commercial Accessory Structure	Residential Accessory Structure	
Commercial Solar/PV Permit	Residential Solar/PV Permit	

Amendments

Add/Change Licensed Professional
Change of Contact Information – Permit
Permit Extension

System Functionality

The table below represents the Accela Civic Application for Building system functionality with its associated capabilities.

System Functionality	Capability
Automated Workflow & Task Management	Agency staff manages the permitting lifecycle from application submission to inspections, to certificate of occupancy through automated work tasks and assignments
Documentation Requirements	Agencies can require documents conditionally during the application process based on the application type or response
Documentation Upload	Applicants, licensed professionals, authorized agents, and agency staff are enabled to upload documents associated to a permit application
Electronic Plan Review	Agency staff can easily perform parallel electronic plan reviews, mark-up plans for revisions, and submit plan approvals online
Fee Payment Processing	Agencies can apply fees on permit applications upfront or during the permitting process. Out-of-the-box fee formulas can be easily implemented to ease the burden of complex fee calculations
GIS Map Integration	Empowers agency staff to plan activities such as inspections and construction
Mobile Inspections	Based on agency specified processes, inspectors can perform inspections throughout the permit lifecycle through an intuitive mobile application
Online Permit Amendment	Applicants may request and track permit extensions, the addition or removal of licensed professionals, and or change contact information on a permit application
Online Permit Application	Trade contractors or homeowners may apply for permits online, submit required documents, pay fees, schedule inspections and track their progress online

System Functionality	Capability
Application Flagging	Agencies are empowered to flag a permit application, address, land parcel, or licensed professional based on a configurable field criteria and/or GIS data element
Application Payments	Accela payment technology Integrates with PayPal, ACI, and Evergreen Gateway to allow agencies and applicants to pay and collect payments online and at the counter via debit card, credit card, check, cash or by trust account
Pre-built Notifications	Pre-defined email notifications can be sent to an applicant (and other configurable recipients) to communicate missing information, application status, inspection scheduling and other critical updates

Automation

The table below represents configurable automation established within the Accela Civic Application for Building. This automation supports the processing of a permit or application and is triggered based on user events.

Automation	Description
Application Notification Emails	Inform users of application status, inspection updates and outcomes, and request information through automated email notifications
Conditional Field Updates	An agency may update custom fields upon events such as a workflow status change
Inspection Actions	Once an inspection is processed and completed, an agency may trigger additional actions. These actions may include adding fees, adding or removing conditions, or updating workflows
Permit Issuance	Update information on a permit application upon permit issuance, including expiration information, record status, etc.
Record Data Clone	Copy information between permit record and amendment record to ensure update-to-date information
Required Contact Filed Settings	Set required fields for contact information within the Building module
Workflow Regulation	Prevent user workflow advancement through the permitting process when conditional requirements exist, such as inspections needed prior to completion

Reports and Notifications

The table below provides a list of reports and notifications included in the Accela Civic Application for Building.

Report Name	Description
Active Construction Permits	Lists all issued permits that are currently active
Address Activity	Lists records and inspections associated with an address or parcel number
Building Permit	Permit showing details including job address, work description, parcel number, etc
Certificate of Occupancy	Certificate of occupancy showing permit number, owner name and address, and property address

Report Name	Description
Completed Inspection	Count of inspections completed during a specified date range by inspector and inspection type
Daily Inspection Workload	Count of inspections for inspectors, including scheduled, cancelled and completed daily inspections
Expired Permits	Lists all expired permits with contact information
Inspection Result List	List of resulted inspections, including details
Inspection Result Ticket	Inspection results an inspector provides to owner/contractor
Inspector Workload	Shows the workload of Inspectors, including scheduled, cancelled and completed inspections
Monthly Records Summary	Monthly summary of permit applications opened
Permits Due to Expire	Lists building permits about to expire
Permits Days to Issuance	Displays number of days from application submitted (Record opened) to permit issuance
Scheduled Inspections	List of scheduled inspections, including details

Notification Name	Description
Additional Information Required	Informs an applicant additional information is required for their application
Application Denied	Informs an applicant their application has been denied
Application Withdrawn	Informs an applicant the application has been withdrawn
Building Permit Issuance	Informs an applicant the building permit has been issued
Inspection Resulted	Informs an applicant the result of an inspection on their application
Issuance of Certificate of Occupancy	Informs an applicant the final certificate of occupancy has been issued
Scheduled Inspection	Informs an applicant an inspection has been scheduled for their application

What else is included in the Accela Building Civic Application?

- > SaaS platform
- > Mobile
- > Citizen Access
- > GIS
- > Payment Adapters
- > Ad-Hoc Reporting (in conjunction with pre-built reporting included in the solution)

**Note: For a full list of permit types, system functionality, automation and validation, and report and notification types please refer to the Accela Civic Application for Building: Trade License, Building Enforcement, and Public Works data sheets.*



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