



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 19, 2015 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Ebel**
- 3. Citizens Comments**

CONSENT AGENDA

4. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

4-a. Minutes from the October 15, 2015 and November 5, 2015 Regular City Council Meetings

Pages 1-16

4-b. Ordinance No. O-15-032 on Its Second Reading Disannexing a Tract of Land Described as a Tract or Parcel of Land Lying and Being Situated in Washington, County, Texas, a Part of Jas. Walker League, Consisting of 1.0 Acre of Land on the North Side of Lauraine Street

Pages 17-19

WORK SESSION

- 5. Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau**

Pages 20-21

6. Discussion and Update on 2015 Christmas Events in Downtown Brenham
Pages 22-23

REGULAR SESSION

7. Discuss and Possibly Act Upon the 2016 Holiday Schedule
Pages 24-25
8. Discuss and Possibly Act Upon Change Order No. 001 for the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation
Pages 26-31
9. Discuss and Possibly Act Upon Resolution No. R-15-029 for the Acceptance of the Bluebonnet Community Grant in the Amount of \$20,000 for Audio and Video Technology as part of the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project
Pages 32-34
10. Discuss and Possibly Act Upon Resolution No. R-15-030 Adopting an Amended Health Inspection Fee and Permit Schedule Applicable to Food Service Establishments Located within the City of Brenham, Texas
Pages 35-39
11. Discuss and Possibly Act Upon Resolution No. R-15-031 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham for the Maintenance of Law Enforcement Mobile Data Terminals
Pages 40-47
12. Discuss and Possibly Act Upon Resolution No. R-15-032 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham for the Maintenance of Emergency Medical Service (EMS) Mobile Data Terminals
Pages 48-54
13. Discuss and Possibly Act Upon Resolution No. R-15-033 Authorizing the Acceptance of Donations for the Planned Park Development Project Connecting Fireman's Park and the Nancy Carol Roberts Memorial Library
Pages 55-57
14. Discuss and Possibly Act Upon a Maintenance Contract with Presidio Networked Solutions Group, LLC for the City of Brenham's Phone System and Critical Network Hardware and Authorize the Mayor to Execute Any Necessary Documentation
Pages 58-65
15. Discuss and Possibly Act Upon an Ordinance on its First Reading Authorizing the Placement of Stop Signs on Apache Drive and Cheyenne Drive at Their Intersections with South Chappell Hill Street
Pages 66-68
16. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Citizen's Collection Station
Pages 69-77

17. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station**
Pages 78-83
18. **Discuss and Possibly Act Upon Resolution No. R-15-034 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District**
Pages 84-87
19. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the November 19, 2015 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on November 16, 2015 at **11:35 AM**.

Kacey A. Weiss

Deputy City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2015 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on October 15, 2015 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, City Attorney Cary Bovey, Deputy City Secretary Kacey Weiss, Assistant City Manager-Chief Financial Officer Carolyn Miller, Stacy Hardy, Susan Nienstedt, Director of Community Services Wende Ragonis, Tammy Jaster, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Manager Erik Smith, and Angela Hahn

Citizens present:

Lewis Blount, Leonard Davis, Dell Brandt and Garrett Allred

Media Present:

Arthur Hahn, Brenham Banner Press; Caitlin Hahn, Brenham Banner Press; and Mary-Janet Reyes, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Williams**

3. **Proclamation**
 - **Breast Cancer Awareness**

4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**

- 5-a. **Ordinance No. O-15-030 on Its Second Reading Providing for Updated Service Credit and an Increase in Retirement Annuities in the Texas Municipal Retirement System**

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Item 5-a. as presented.

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

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

PUBLIC HEARING

6. **Public Hearing Considering an Amendment of Appendix A – “Zoning” of The Code of Ordinances of the City of Brenham Granting a Specific Use Permit to True Believers Christian Fellowship Church to Allow for a Church and Related Auxiliary Uses on Property Located on Clay Street in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lots 4 and 29 of the College Heights Addition and the Portion of Porter Street Adjacent to These Lots in Brenham, Washington County, Texas**

Mayor Tate opened the Public Hearing.

Development Services Manager Erik Smith presented this item. Smith explained that True Believer Christian Fellowship has requested a special use permit (SUP) for a portion of lots 4 & 29 of the College Heights Addition subdivision. Smith advised that there is currently city right-of-way that runs through the property and has been abandoned by council pending a plat being filed. Smith explained that the church decided to purchase additional land and needed to come back to Council to get all of their property under the same zoning regulation.

Smith also noted that the rezoning of this property complies with the City's comprehensive plan and the thoroughfare plan. Smith stated that Staff has not received any public concerns at this time.

REGULAR AGENDA

7. Discuss and Possibly Act Upon an Ordinance on Its First Reading Granting a Specific Use Permit to True Believers Christian Church to Allow for a Church and Related Auxiliary Uses on Property Located on Clay Street in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lots 4 and 29 of the College Heights Addition and the Portion of Porter Street Adjacent to These Lots in Brenham, Washington County, Texas

Councilmember Goss asked how many total lots there will be. Smith stated that the total is eight and that the whole plat will be re-platted.

Leonard Davis with the True Believers Christian Church stated that parking should not be an issue and the plan is to build a church on the lots.

A motion was made by Councilmember Herring and seconded by Councilmember Williams to approve an Ordinance on its first reading granting a specific use permit to True Believers Christian Fellowship Church to allow for a church and related auxiliary uses on property located on Clay Street in an R-2, Mixed Residential Zoning District, and being described as part of lots 4 and 29 of the College Heights Addition and the portion of Porter Street adjacent to these lots in Brenham, Washington County, Texas

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

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

8. Discuss and Possibly Act Upon the Purchase of Infield Turf for Several of the City's Baseball and Softball Fields and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that currently the City of Brenham utilizes red infield clay that is very affordable for the playing surface on all the local fields. Rau stated this product costs about \$18/ton and is mixed with a soil enhancement material to provide a loose infield playing surface. Rau noted that this process costs around \$2,700-\$2,800 for a softball field such as Stark or Clayton.

Rau advised that over the years Staff has witnessed that this material, although very affordable, does not perform well in any amount of rainfall. Staff continually sees that even with rainfall amounts within the .02 tenths or more, games have to be cancelled and postponed. Rau noted that this material becomes very slick due to the clay material and does not evaporate well even on fields that drain well.

Rau explained that in 2014 Staff replaced the red clay material on Schwartz and VanDyke Fields with a new material called Masterseal Infield Mix. Rau stated that Staff has seen a 100% improvement on playing availability compared to the red clay material. Rau noted that there has been several times in which the fields have received .50 - 2.0" of rainfall and these are the only two fields that remain open.

Rau explained that BCDC has agreed to fund improvements using this same material on Clayton, Stark, Boehm, Schulte, Dallmeyer, Matthies, Cooper and Schroeder fields. Rau stated this process involves tilling in Masterseal Conditioner 2-3" inches deep, semi-grading the surface and then adding 54-80 tons of Masterseal Infield Mix followed by a final laser grading.

Rau advised that Staff has consulted with numerous grounds masters from municipalities, high schools, and colleges and when speaking of an infield surface, this is the newest advancement that still allows a great playing surface and the best opportunity to play even when moisture presents itself. Rau stated that there are many facilities that are using this and if the City wants to stay competitive with other facilities, the City really needs to change the infields to allow a better playing surface during those times when it rains.

Rau explained that BCDC has approved \$100,000 for these upgrades and if approved by Council, the work will begin in late October and will conclude by the end of December. Rau noted that this product is a sole source and can only be installed and applied by Master Turf Products and Services, Inc.

Councilmember Barnes-Tilley asked if Staff has tracked the amount of time it takes to manage the fields that already have the turf compared to the fields without turf. Rau stated that they have not tracked it, but just by witnessing when his crews are working on the fields; the fields with the turf require less work.

A motion was made by Mayor Pro Tem Nix and seconded by Councilmember Ebel to approve the purchase of infield turf from MasterTurf Products and Services, Inc. for the city's baseball and softball fields and authorize the Mayor to execute any necessary documentation.

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

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

9. Discuss and Possibly Act Upon the Purchase of a Residential Garbage Truck, Using BuyBoard Contract No. 430-13, for the City of Brenham's Sanitation Department and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that during the 2015-16 budget process the Sanitation Department requested a replacement residential refuse truck for their fleet. Rau advised that this replacement was part of the 10 year capital improvement plan and will replace a 1998 residential refuse truck that has been a part of the fleet for 17 years. Rau noted that Staff budgeted \$165,000 for this replacement. Rau advised that the quotes received are slightly over the budgeted amount due to mostly extended warranties on the truck. Rau noted that Staff feels that these extended warranties are needed and that the City would pay less for these warranties now rather than having to pay for repairs to the truck at a later date. Rau stated that the warranties cover exhaust/after treatment on the new emissions standards, engine, engine electronics and injectors for 84 months or 150,000 miles or 5,400 hours. Rau advised that Staff could decrease these warranties, but it would only save \$3,000 and it would take off two additional years. Rau explained that the remaining amount is due to a dumpster reeving system that will be needed to empty dumpsters at the Recycling Center.

Rau advised that even though this truck is quoted at \$174,510 and is \$9,510 over the budgeted amount, the City will have the resale revenue from the 1998 truck that will offset this overage. Rau noted that in 2008 the City received \$25,000 for a used residential garbage truck and should see numbers close to that this time.

A motion was made by Councilmember Barnes-Tilley and seconded by Mayor Pro Tem Nix to approve the purchase of a 2016 residential garbage truck through the BuyBoard Local Government Purchasing Cooperative for \$174,510.00 and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon the Purchase of Water Play Features, Using BuyBoard Contract No. 451-14, for the Leisure Pool at the Blue Bell Aquatic Center and Authorize the Mayor to Execute Any Necessary Documentation

Director of Community Services Wende Ragonis presented this item. Ragonis explained that each budget cycle staff seeks out guidance, support and funding for various Parks and Recreation initiatives from the Brenham Community Development Corporation (BCDC) Board. Ragonis stated that for the FY16 budget cycle, the Blue Bell Aquatic Center (BBAC) requested funding to replace two outdoor water features in the Leisure Pool area. Ragonis stated that BCDC granted this funding request at their June 4, 2015 meeting and staff seeks Council's approval of this purchase. Ragonis noted that Staff has engaged Purchasing Services to ensure this purchase is compliant with procurement procedures and governmental codes. Ragonis explained that Staff received a quote in the amount of \$89,950 from Progressive Commercial Aquatics for a Mystical Super Splash and Wet Play Structure. Ragonis stated these new features will replace original play scapes at the BBAC.

A motion was made by Councilmember Herring and seconded by Councilmember Barnes-Tilley to approve the purchase of a Mystical Super Splash and Wet Play Structure from Progressive Commercial Aquatics in the amount of \$89,950.00 for the leisure pool at the Blue Bell Aquatic Center and authorize the Mayor to execute any necessary documentation.

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

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

11. Discuss and Possibly Act Upon Resolution No. R-15-028 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors

City Manager Terry Roberts presented this item. Roberts explained that the governing body of the Washington County Appraisal District is nominated and appointed by the governing bodies that levy and collect a property tax. Roberts advised that Chief Appraiser Willy Dilworth has provided information on the process and reported on the status of the five current board members. Roberts stated that all five have expressed a willingness to serve and an additional two-year term if the Council approves. The current five members are: John Schaer, Charles Gaskamp, Johanna Fatheree, Leslie Boehnemann, Jr., and Delton Koerth.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Ebel to approve Resolution No. R-15-28 nominating five individuals to serve on the Washington County Appraisal District Board of Directors.

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

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

12. Discuss and Possibly Act Upon a Request for a Noise Variance for Relay for Life to Be Held on November 7, 2015 from 6:00 P.M. to 12:00 A.M. at Fireman's Park and Authorize the Mayor to Execute Any Necessary Documentation

Deputy City Secretary Kacey Weiss presented this item. Weiss explained that Holly Johnson with Washington County Relay for Life submitted a noise variance request for their annual event at Fireman's Park. Weiss advised that the event will have a sound system with speakers, which requires the noise variance. Weiss stated the event will be held on Saturday, November 7, 2015 from 6:00 P.M. - Midnight at Brenham Fireman's Park.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem to approve a request for a noise variance from Relay for Life to be held on November 7, 2015 from 6:00 P.M. to 12:00 A.M. at Fireman's Park and authorize the Mayor to execute any necessary documentation.

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

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

Council adjourned into Executive Session at 1:35 p.m.

EXECUTIVE SESSION

13. Section 551.086 – Texas Government Code – Utility Competitive Matters – Deliberation Regarding the City of Brenham’s Gas Supply Contract

Executive Session adjourned at 1:57 p.m.

RE-OPEN REGULAR SESSION

14. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- The employee Health Fair will be November 17th and 18th.
- Business After Hours will be held on Thursday, October 22 at the Brenham Clinic’s Haskaarl Center

Director of Community Services Wende Ragonis reported on the following:

- The Library will be receiving a grant from LCRA in the amount of \$20,000 for the outdoor reading room.
- Brewstep will be held in Downtown this weekend
- The “Step Into the Past” Program has started in Downtown

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey A. Weiss
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on November 5, 2015 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager Terry Roberts, Assistant City Manager of General Government Rex Phelps, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Kacey Weiss, Assistant City Manager-Chief Financial Officer Carolyn Miller, Stacy Hardy, Cynthia Longhofer, Rhonda Kuehn, Andria Heiges, Fire Chief Ricky Boeker, Police Chief Craig Goodman, Public Works Director Dane Rau, Casey Redman, Assistant City Manager of Public Utilities Lowell Ogle, Kim Hodde, Becky Squyres, and Angela Hahn

Citizens present:

Woodrow Free, Joan Free, Leonard Davis, Tamara Beard, Helen Ladewig, Rayna Roeske, Kelly Hajek, Brenda Prestwood, Debbie Northrup, Donald W. Lampe, Robbie Charette, Misty Hodde-Maynard and Mandy Hodde

Media Present:

Arthur Hahn, Brenham Banner Press; Caitlin Hahn, Brenham Banner Press; and Mark Whitehead, KWHI

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags – Councilmember Goss**
3. **a. Special Recognitions**
 - **GFOA Certificate of Achievement for Excellence in Financial Reporting**
 - *Seventh Consecutive Year*
- b. Proclamations**
 - **Relay for Life**
 - **Day of Thanksgiving Honoring All First Responders**
4. **Citizens Comments**

There were no citizen comments.

CONSENT AGENDA

5. **Statutory Consent Agenda**
 - 5-a. **Minutes from the September 17, 2015 and October 1, 2015 Regular City Council Meetings**
 - 5-b. **Ordinance No. O-15-031 on Its Second Reading Granting a Specific Use Permit to True Believers Christian Church to Allow for a Church and Related Auxiliary Uses on Property Located on Clay Street in an R-2, Mixed Residential Zoning District, and Being Described as Part of Lots 4 and 29 of the College Heights Addition and the Portion of Porter Street Adjacent to These Lots in Brenham, Washington County, Texas**

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the Statutory Consent Agenda Items 5-a. and 5-b. as presented.

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

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

REGULAR AGENDA

6. Discuss and Possibly Act Upon an Ordinance on Its First Reading Disannexing a Tract of Land Described as a Tract or Parcel of Land Lying and Being Situated in Washington County, Texas, a Part of Jas. Walker League, Consisting of 1.0 Acre of Land on the North Side of Lauraine Street

Planning Technician Kim Hodde presented this item. Hodde explained that on August 18, 2005, the City of Brenham passed multiple annexation ordinances as part of an annexation plan. Hodde stated that Section No. 2005-3 of the annexation plan included a one acre tract that should not have been included in the annexation. Hodde explained that the property owner, Free Family Trust, recently had a survey of their land done and it was determined then that the property had been inadvertently annexed into the city limits. Hodde advised that Staff has discussed this issue with current and former employees and by all accounts this one acre tract of land was never intended to be annexed into the city limits. Hodde advised that the property owners do not want to be annexed into the City at this time and that the Washington County Appraisal District has never shown this property in the city limits for taxing purposes.

A motion was made by Councilmember Herring and seconded by Councilmember Ebel to approve an Ordinance on its first reading disannexing a tract of land described as a tract or parcel of land lying and being situated in Washington County, Texas, a part of Jas. Walker League, consisting of 1.0 acre of land on the North Side of Lauraine Street.

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

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

7. Discuss and Possibly Act Upon the Acceptance of the Community Development Partnership Program Grant offered by the Lower Colorado River Authority (LCRA) in the Amount of \$20,000 for the Construction of an “Outdoor Reading Room” as part of the Nancy Carol Roberts Memorial Library Modernization and Renovation Project and Authorize the Mayor to Execute Any Necessary Documentation

Library Supervisor Andria Heiges presented this item. Heiges stated that the Nancy Carol Roberts Memorial Library applied for the LCRA grant in August and requested \$20,000 to fund the materials and labor to construct the outdoor space known as the “Outdoor Reading Room”, consisting of a concrete patio area; approximately 800 square foot in size with built in seating features, fencing, and masonry surrounding the area.

Heiges advised that the grant stipulates that the Nancy Carol Roberts Memorial Library must contribute at least a 20% match or \$5,000 towards project costs. Heiges noted that with the city funds currently committed to the project, this stipulation has been met.

A motion was made by Councilmember Barnes-Tilley and seconded by Councilmember Herring to approve the acceptance of the Community Development Partnership Program Grant offered by the Lower Colorado River Authority (LCRA) in the amount of \$20,000 for the construction of an “Outdoor Reading Room” as part of the Nancy Carol Roberts Memorial Library Modernization and Renovation Project and authorize the Mayor to execute any necessary documentation.

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

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

8. Discuss and Possibly Act Upon Strand Project No. 3900.012 for the 2016 Surface Water Treatment Plant Rehabilitation and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of Public Utilities Lowell Ogle presented this item. Ogle advised that on September 16, 2015 bids were opened by O’Malley Strand Associates, Inc. for the 2016 Surface Water Treatment Plant Rehabilitation project.

Ogle explained that the mechanical components of Clarifiers #2 and #3 have a significant number of hours on them and need to be replaced before failure occurs. Ogle stated that the weirs in all clarifiers need to be releveled to provide consistent, even flow. Ogle also advised that some of the catwalks, etc. are showing wear that could lead to structural issues and need to be re-habilitated.

Ogle noted that only one bid was received for this project and after discussions with other contractors, staff believes the pricing to be competitive.

Ogle advised that \$450,000 was budgeted for this project and the bid came in at \$447,800. Ogle stated this would leave no room for unforeseen items that could occur. Ogle explained that Staff has worked with the contractor to find some reductions and would recommend approval of Concurrent Change Order No. 1 for a reduction of \$22,500, reducing the project to \$425,300. Ogle stated that in continuing to work with the contractor, we believe that further reductions will be found.

A motion was made by Councilmember Goss and seconded by Councilmember Williams to approve Strand Project No. 3900.011/012 Base Bid and Concurrent Change Order No. 1 to R&B Group, Inc. for the 2016 Surface Water Treatment Plant Rehabilitation in the amount of \$425,300.00 and authorize the Mayor to execute any necessary documentation.

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

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

9. Discuss and Possibly Act Upon the Acceptance of a Donation in the Amount of \$750,000.00 to the City of Brenham for a Planned Park Development Project Connecting Fireman's Park and the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of General Government Rex Phelps presented this item. Phelps explained that this initiative will connect the new Nancy Carol Roberts Memorial Library grounds with Brenham's Legacy Fireman's Park. Phelps advised that this project will be honoring the life of Michael Mansfield Owsley. Phelps stated that Michael Mansfield Owsley's wife wishes to honor her late husband's memory by funding this park expansion project (to include: trail extension, fencing, landscaping, design, playground construction, etc.) through a personal donation.

A motion was made by Councilmember Herring and seconded by Councilmember Goss to accept a donation in the amount of \$750,000 to the City of Brenham for a planned park development project connecting Fireman's Park and Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

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

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

10. Discuss and Possibly Act Upon a Memorandum of Understanding Between the City of Brenham and Robbie Gail Charette Related to a Planned Park Development Connecting Fireman’s Park and the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Assistant City Manager of General Government Rex Phelps presented this item. Phelps explained that this MOU is an agreement to fund a new park expansion connecting the renovated Nancy Carol Roberts Memorial Library grounds to Fireman’s Park. Phelps advised that this expansion will include fencing, landscaping, trail extension, playground construction, and design. Phelps stated that Robbie Gail Charette has offered to fund this extensive and significant project estimated to cost between \$600,000.00 and \$750,000.00. Phelps advised that in exchange for the donation(s), Ms. Charette has requested the new proposed playground within the park expansion to be named the “Michael Mansfield Owsley Memorial Playground.”

A motion was made by Councilmember Herring and seconded by Councilmember Goss to approve a Memorandum of Understanding between the City of Brenham and Robbie Gail Charette related to a planned park development connecting Fireman’s Park and the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

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

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

Council adjourned into Executive Session at 1:26 p.m.

EXECUTIVE SESSION

- 11. Section 551.074 – Texas Government Code – Deliberation Regarding Personnel Matters – Discussion Regarding the Appointment and Compensation of a City Prosecutor for the Brenham Municipal Court, for an Unexpired Term Ending December 31, 2016**
- 12. Section 551.074 – Texas Government Code – Personnel Matters – Discuss and Consider City Manager’s Employment Agreement and Related Issues**

Executive Session adjourned at 2:28 p.m.

RE-OPEN REGULAR SESSION

13. Discuss and Possibly Act Upon City Manager's Employment Agreement and Related Issues

A motion was made by Councilmember Ebel and seconded by Councilmember Goss to renew and extend the City Manager's Employment Agreement for one (1) year, through January 31, 2017 and to include a raise in salary of five percent (5%) with two and one-half percent (2.5%) effective immediately and the remaining two and one-half percent (2.5%) to be effective on April 1, 2016; all other benefits will remain the same.

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

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

14. Discuss and Possibly Act Upon the Appointment and Compensation of a City Prosecutor for the Brenham Municipal Court, for an Unexpired Term Ending December 31, 2016

A motion was made by Councilmember Williams and seconded by Councilmember Ebel to appoint Russell Noe as the City Prosecutor effective immediately with a six (6) month probationary period with the term ending December 31, 2016 and compensation will be \$1,500.00 per month.

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

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

15. Administrative/Elected Officials Report

City Manager Terry Roberts reported on the following:

- Police Department promotions have been finalized and those recognitions will be held at the Council meeting on December 3rd
- A retirement party for Heath Mahlmann will be on November 12th
- The Library Gala will be on November 12th
- The City received a grant from Bluebonnet Electric for \$20,000 to be used for technology at the Library

Public Works Director Dane Rau reported on the following:

- Texas Recycles Day will be November 14th

Assistant City Manager of Public Utilities Lowell Ogle reported on the following:

- A Utility Sub-Committee meeting will be held immediately following the Council meeting
- Notices are being sent to all water customers, per TCEQ requirements, due to low chlorite levels in the water. The levels have been corrected; however, notifications are still required.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey A. Weiss
Deputy City Secretary

ORDINANCE NO. O-15-032

AN ORDINANCE PROVIDING FOR THE DISANNEXATION OF THE AREA OF LAND DESCRIBED HEREIN FROM THE CITY OF BRENHAM, TEXAS; PROVIDING THAT SUCH AREA SHALL BE DISCONTINUED AS A PART OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL MAP OF THE CITY BOUNDARIES AND ADDITIONAL ACTS NECESSARY TO GIVE EFFECT TO THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE.

WHEREAS, the City of Brenham, Texas is a home rule municipality; and

WHEREAS, Section 43.142 of the Texas Local Government Code authorizes a home rule municipality to disannex an area in the municipality according to rules as may be provided by the charter of the municipality and not inconsistent with the procedural rules prescribed by Chapter 43, Texas Local Government Code; and

WHEREAS, Part I, Article I, Section 2 of the Brenham City Charter authorizes the City Council to alter the boundaries of the city limits, including by disannexation, by adoption of an ordinance disannexing an area from the City limits; and

WHEREAS, in accordance with Section 43.142 of the Texas Local Government Code and Part I, Article I, Section 2 of the Brenham City Charter, the City Council of the City of Brenham, Texas desires to disannex the area described in Exhibit “A” and attached hereto and incorporated herein for all purposes;

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

Section 1. That the area of land described in Exhibit “A” attached hereto and incorporated herein for all purposes, which is situated in the City of Brenham, Washington County, Texas, is hereby disannexed from and discontinued as a part of the City of Brenham, Texas, and the corporate boundaries of the City of Brenham, Texas are hereby changed to reflect the disannexation of said area.

Section 2. That the official map and boundaries of the City of Brenham, Texas, heretofore adopted and amended be and is hereby amended so as to exclude the aforementioned area as part of the City of Brenham, Texas.

Section 3. That the City Secretary is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City of Brenham, Texas to exclude the area hereby disannexed as authorized by law.

Section 4. That this Ordinance shall become effective after its passage, and the aforementioned area ceases to be a part of the City of Brenham, Texas on the effective date of this Ordinance.

Section 5. That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance, and related order, in the Office of the County Clerk, and to perform all other acts necessary to notify the appropriate entities of the City's disannexation of territory by this Ordinance.

Section 6. If any section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance be found to be illegal, invalid or unconstitutional for any reason whatsoever, said illegality, invalidity or unconstitutionality shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions of this Ordinance without the invalid part, and as to this end the provisions of this Ordinance are declared to be severable.

Section 7. That the meetings at which this Ordinance was passed and approved were open to the public as required by the Texas Open Meetings Act, and that notice of the time, place, and subject matter of the meetings was given as required by the Texas Open Meetings Act.

PASSED AND APPROVED on its first reading this the 5th day of November, 2015.

PASSED AND APPROVED on its second reading this the 19th day of November, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

EXHIBIT A

FRITZ TIEMANN

N75E 105

ARTHUR FREE 1.0 ACRE

N15W 405

S15E 405

ARTHUR FREE

JAS. WALKER LEAGUE

S75W 105

LORRAINE STREET

B.T. ROGERS EST.

100 FEET

Fritz Tiemann
to
Arthur Free

Jas. Walker League

All that certain lot or parcel of land lying and being situated in Washington County, Texas, being part of the Jas. Walker League, being part of the same land conveyed by F.C. Kugel to Fritz Tiemann and by the Jos. Stepchinski Estate to F.C. Kugel, more fully described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the North line of Lorraine street, in the West line of the Arthur Free tract and being the Southeast corner of the tract conveyed by F.C. Kugel to Fritz Tiemann. THENCE S 75 W 105 feet with the North line of Lorraine street. THENCE N 15 W 405 feet with the East line of Tiemann to stake for corner. THENCE N 75 E 105 feet with the South line of Tiemann to corner in the West line of Arthur Free and in the East line of the tract conveyed by Kugel to Tiemann. THENCE S 15 W 405 feet with said line to the place of beginning, containing 1.0 acres of land.

Louis Beazley
10-17-46



AGENDA ITEM 5

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 13, 2015
DEPT. OF ORIGIN: Convention and Visitors Bureau	SUBMITTED BY: Lu Hollander
MEETING TYPE: CLASSIFICATION: ORDINANCE: ☒ REGULAR ☐ PUBLIC HEARING ☐ 1ST READING ☐ SPECIAL ☐ CONSENT ☐ 2ND READING ☐ EXECUTIVE SESSION ☐ REGULAR ☐ RESOLUTION ☒ WORK SESSION	
AGENDA ITEM DESCRIPTION: Presentation of the Fourth Quarter Report by the Washington County Convention and Visitors Bureau	
SUMMARY STATEMENT: In an effort to be more cost efficient, a copy of the Washington County Convention and Visitors Bureau Fourth Quarter Report is not included in the agenda packet. A complete copy of the Washington County Convention and Visitors Bureau Fourth Quarter Report is on file for review in the City Secretary's Office. A copy can also be downloaded from the Washington County Chamber of Commerce website at www.brenhamtexas.com. If you are interested in obtaining a hard copy, please call the City Secretary at 979-337-7567	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference): N/A	
ATTACHMENTS: (1) 4th Quarter Report – Convention and Visitors Bureau	
FUNDING SOURCE (Where Applicable): N/A	
RECOMMENDED ACTION: Discussion only.	
APPROVALS: Terry K. Roberts	

WCCC Convention & Visitors Bureau

Fourth Quarter Report: July-September 2015

JULY

MAJOR TOURISM EVENTS:

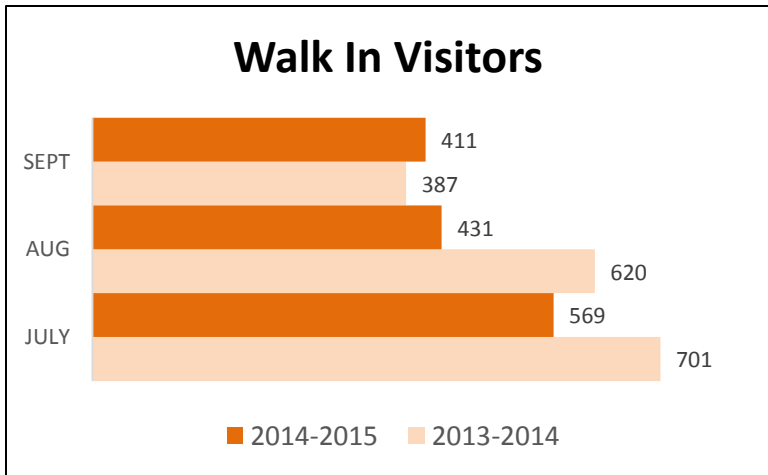
- Hot Nights Cool Tunes concerts
- Round Top Music Festival
- Wine events at local wineries

ADVERTISING PLACEMENTS:

- *Edible Austin* magazine – full page co-op
- *Texas Highways* magazine – full page co-op

EDITORIAL COVERAGE:

- *Houston Chronicle* – feature about Shakespeare at Winedale
- *Texas Highways* magazine – feature about Texas lakes includes Somerville



AUGUST

MAJOR TOURISM EVENTS:

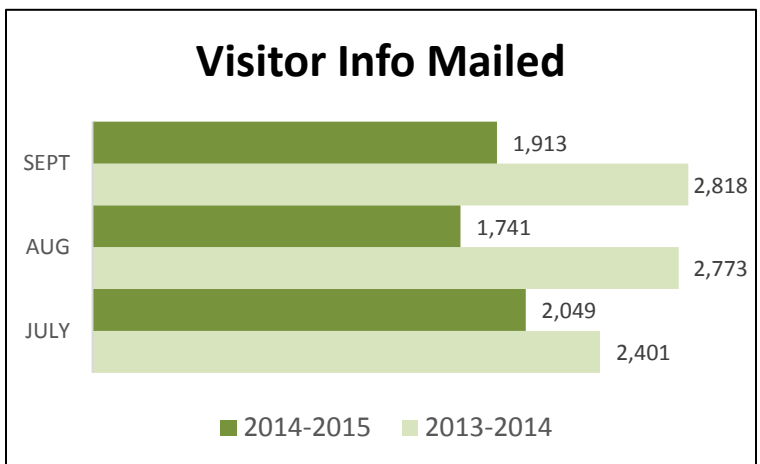
- Chappell Hill Lavender & Wine Fest
- Hands-on History at Wash. on the Brazos

ADVERTISING PLACEMENTS:

- *Houston Chronicle* – Fall Festivals tab
- *Byways* magazine – ½ page
- *Austin Monthly* magazine – 1/4 page

EDITORIAL COVERAGE:

- *Houston Chronicle* – feature about fans of Blue Bell ice cream



SEPTEMBER

MAJOR TOURISM EVENTS:

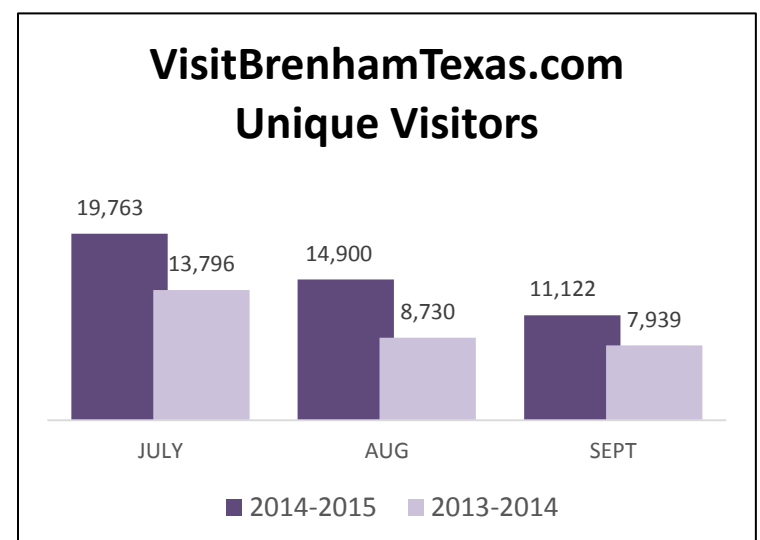
- Washington County Fair
- Unity Theatre presents "Always ... Patsy Cline"
- Round Top, La Bahia Antiques Shows

ADVERTISING PLACEMENTS:

- *See Texas First* travel insert – ½ page
- *Texas Meetings & Events* magazine – 1/6 page
- *Texas Events Calendar* – full page co-op with Texas Independence Trail Region

EDITORIAL COVERAGE:

- *Brazos 360* magazine – feature about the Heritage Society's historic homes





AGENDA ITEM 6

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 12, 2015
DEPT. OF ORIGIN: Community Programs	SUBMITTED BY: Wende Ragonis

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION
	☒ WORK SESSION	

AGENDA ITEM DESCRIPTION: Discussion and Update on 2015 Christmas Events in Downtown Brenham

SUMMARY STATEMENT: For the past several years, the City of Brenham has hosted a Christmas Stroll and Lighted Parade in historic downtown Brenham. Each year this event has grown in popularity and 2015 marks another year of growth. The Christmas Stroll and Lighted Parade is held annually the first weekend in December. Staff presented to Council at the October 1, 2015 meeting a request for street closures of more than four hours which require an agreement with TxDOT. Staff has received approval for this closure for the parade route and other downtown activities to be held Saturday, December 5, 2015 from 4:00 pm until 10:00 pm. Since that time, staff created a marketing plan and posted the Christmas Stroll and Lighted Parade event on social media with a very favorable response. As of November 12, 2015, the Brenham Christmas Stroll and Lighted Parade event page on Facebook has confirmed 3,700 Facebook individuals attending the event. Many of these visitors will be from the surrounding areas and some are staying in area hotels.

With the known attendance, staff has collaborated with downtown merchants, community volunteers and other City departments to add additional activities to make this a fun filled weekend for both the local community and the visitors to the area. Friday evening activities include the lighting of the Courthouse Square followed by the singing of Christmas carols, the Snowzilla experience on Park Street between Alamo and Main Street, Christmas story time at Alamo Alley, live entertainment at the Gazebo, possibly a Christmas movie shown at the Simon Theatre, downtown merchants participating in Sip, Shop, and Stroll, the Jingle Bell Market at Ant Street Inn, Barrel Wagon rides for the kids, and family Invader rides starting at the Fire Museum. Based on the number of activities planned and possible foot traffic of families with small children staff recommends closing streets Friday evening from 5:30 pm until 9:00 pm. Staff contacted Lori Boer with TxDOT and since the time frame is less than four hours required for a formal TxDOT closure request, staff would need to: (1) contact the local police department for approval, and (2) forward the approval from PD to TxDOT and include the date, times, and streets involved.

Since this is a change to the weekend events which would require additional street closures, staff wanted to bring these updates to Council in a work session for discussion.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: None
FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION:
APPROVALS: Terry K. Roberts



AGENDA ITEM 7

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: October 29, 2015	
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon the 2016 Holiday Schedule		
SUMMARY STATEMENT: The Holiday Schedule for 2016 is presented for approval by the City Council. The schedule includes 11 observed holidays, and 1 being a floating (birthday holiday) for a total of 12 paid holidays.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Proposed 2016 Holiday Schedule		
FUNDING SOURCE (Where Applicable): Funding is provided in FY 16 budget		
RECOMMENDED ACTION: Approve the 2016 Holiday Schedule as presented		
APPROVALS: Terry K. Roberts		



2016 HOLIDAY CALENDAR

JANUARY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 1
New Year's Day

January 18
Martin Luther King Day

JULY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 25
Good Friday
or
March 27
Easter Sunday
(24 hour departments)

AUGUST						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MARCH						
S	M	T	W	Th	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 30
Memorial Day

July 4
Independence Day

SEPTEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APRIL						
S	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 5
Labor Day

November 11
Veterans Day

OCTOBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY						
S	M	T	W	Th	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 24 & 25
Thanksgiving

December 23 & 26
Christmas

or
(24 hour departments)
Christmas Eve Dec 24
Christmas Day Dec 25

***Birthday Holiday**
Floating

NOVEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JUNE						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



AGENDA ITEM 8

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 10, 2015																																																							
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis																																																							
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION																																									
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	☐ WORK SESSION																																																							
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Change Order No. 001 for the Nancy Carol Roberts Memorial Library Expansion, Renovation and Modernization Project and Authorize the Mayor to Execute Any Necessary Documentation																																																								
SUMMARY STATEMENT: Collier Construction was awarded Bid # 15-006 for the Construction and Rehabilitation of the Nancy Carol Roberts Memorial Library at the April 2, 2015 Council meeting. The total bid amount awarded to Collier Construction was \$3,108,000 which included the base bid of \$3,083,000 and Alternate Number 1 in the amount of \$25,000 for the Outdoor Reading Room. Collier has presented the first change order to the project which includes three Project Modification Proposals (PMP). These PMPs are attached and summarized in the table below:																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">PMP NUMBER</th> <th style="width: 45%;">REFERENCE</th> <th style="width: 30%;">DESCRIPTION</th> <th style="width: 10%;">AMOUNT</th> <th style="width: 10%;">EXTENSION DAYS</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>Remove Residential Appliances from Scope</td> <td style="text-align: right;">\$ (9,166)</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Grout Column Bases Phase II Area</td> <td style="text-align: right;">\$ 2,156</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Add Steel Reinforcement of Column Bases</td> <td style="text-align: right;">\$ 3,844</td> <td></td> </tr> <tr> <td>1151-001</td> <td></td> <td></td> <td style="text-align: right;">\$ (3,166)</td> <td style="text-align: center;">5</td> </tr> <tr> <td>1511-003R1</td> <td></td> <td>Replace 6500sq ft. of Roof Decking per Structural Engineer's Request</td> <td style="text-align: right;">\$ 33,498</td> <td style="text-align: center;">10</td> </tr> <tr> <td></td> <td></td> <td>Add Power and Data for Monitor</td> <td style="text-align: right;">\$ 530</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Labor for Notching Foam Around 4" Conduits</td> <td style="text-align: right;">\$ 285</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Provide Circuit for EWH-2 and Clarify EWH-1 Circuit</td> <td style="text-align: right;">\$ 495</td> <td></td> </tr> <tr> <td>1511-0042R2</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,310</td> <td style="text-align: center;">0</td> </tr> <tr> <td colspan="3">Total PMPs for Change Order 001</td> <td style="text-align: right;">\$ 31,642</td> <td style="text-align: center;">104</td> </tr> </tbody> </table>		PMP NUMBER	REFERENCE	DESCRIPTION	AMOUNT	EXTENSION DAYS			Remove Residential Appliances from Scope	\$ (9,166)				Grout Column Bases Phase II Area	\$ 2,156				Add Steel Reinforcement of Column Bases	\$ 3,844		1151-001			\$ (3,166)	5	1511-003R1		Replace 6500sq ft. of Roof Decking per Structural Engineer's Request	\$ 33,498	10			Add Power and Data for Monitor	\$ 530				Labor for Notching Foam Around 4" Conduits	\$ 285				Provide Circuit for EWH-2 and Clarify EWH-1 Circuit	\$ 495		1511-0042R2			\$ 1,310	0	Total PMPs for Change Order 001			\$ 31,642	104
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Each of the PMP documents have been reviewed by the project manager, Kyle Dannhaus, and signed by the City Manager. The Library Project team with representatives from Collier Construction, Komatsu Architecture and the City of Brenham met October 7, 2015 to review Change Order 001 and all supporting documentation. In this meeting, the project team discussed at length a new request from Collier to add additional extension days to contract. The request to add days is due to the extended lead time for the new roof decking material. Change Order 001 is attached and Staff respectfully requests that Council approve the document.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Change Order No. 001; and (2) Project Modification Reports

FUNDING SOURCE (Where Applicable): As discussed during the FY16 Budget Council Workshops held July 20 and 23 of 2015, funding for above base bid expenditures are from reallocated funds from proceeds of the Chappell Hill land sale.

RECOMMENDED ACTION: Approve Change Order No. 001, in the amount of \$31,642.00, for the Nancy Carol Roberts Memorial Library expansion, renovation and modernization project and authorize the Mayor to execute any necessary documentation.

APPROVALS: Terry K. Roberts



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☒
Brenham Library Modernization	DATE: 07/31/15	ARCHITECT: ☒
100 Martin Luther King Jr. Pkwy.		CONTRACTOR: ☒
Brenham, TX 77833		FIELD: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	OTHER: ☐
Collier Construction, LLC	CONTRACT DATE: 4/13/15	
1601 Hwy. 105	CONTRACT FOR: General Construction	
P.O. Box 1889		
Brenham, TX 77834		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PMP 1511-001 Remove Residential Appliances and add Miscellaneous Steel.

PMP 1511-003R1 Replace deck at roof, Phase 1 of Existing Building.

PMP 1511-004R2 Power and Data for Monitor.

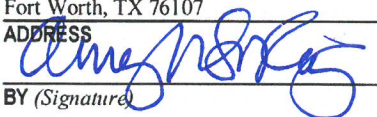
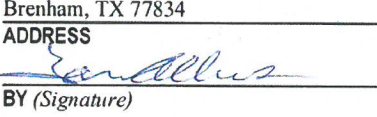
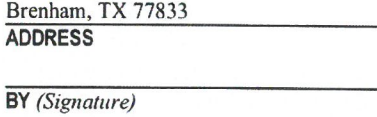
The original Contract Sum was	\$ 3,108,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,108,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 31,642.20
The new Contract Sum including this Change Order will be	\$ 3,139,642.20

The Contract Time will be increased by One Hundred Four (104) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 17th, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Komatsu Architecture</u>	<u>Collier Construction, LLC</u>	<u>City of Brenham</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
3880 Hulen Street, Suite 300	P.O. Box 1889	200 W. Vulcan St.
Fort Worth, TX 76107	Brenham, TX 77834	Brenham, TX 77833
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Amy R Sibley, VP DID	Tom Albus, Vice President	Milton Tate, Mayor
(Typed name)	(Typed name)	(Typed name)
10 NOV 15	7-31-15	
DATE	DATE	DATE



PO Box 1889
Brenham, TX 77834-1889
Ph. 979-836-4477
Fk. 979-636-4940

PROJECT MODIFICATION PROPOSAL #1511-001

Project: Brenham Library Modernization Date: 06-22-2015
Owner: City of Brenham RE: Structural Steel Repairs

Architect: Komatsu Architecture Architect Project No.: 2011.129
Representative: Amy Sibley CCI Project No.: 1511

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Remove Residential Appliances from Scope of Work (By Others), Additional Structural Steel Reinforcement of existing building per Details 10/S5.03, 11/S5.03, & 12/S5.03, Grouting Column Bases on Phase II of existing building.

Quotation:

Remove Residential Appliances from scope	\$-9,116.00
Grout Column Bases at Phase II Area, 14 column bases ***Does not include blasting or coating of existing metals***	\$2,156.00
Additional Steel Reinforcement of Column Bases (2 Locations) and Foundation Bar Joist Seats (5 Locations) ***Does not include blasting or coating of existing metals***	\$3,244.00
	Tax NA
The Modification will be a Deduct of	Total \$-3,116.00
The Contract Time will be extended by	5 (Five) days

Attachments:

Details 10/S5.03, 11/S5.03, & 12/S5.03

APPROVAL

This Proposal is hereby accepted and authorized to be funded from General Contingency-(newly created with the net credit).

The Contractor is hereby authorized to proceed with the work.

Contractor: Collier Construction

By:

Date: 7/14/15

Architect: Amy Sibley

By:

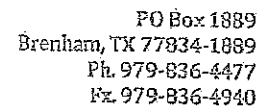
Date: June 24, 2015

Owner:

Terry K. Roberts
Wende Rogers

By:

Date: 7/14/15



Project: Brenham Library Modernization Date: 07-06-2015
Owner: City of Brenham RE: Replace Decking

REQUEST:

Description of the Work:

Replace entire 6500SF area using Type "F" Decking. (22 GA)

Quotation:

Material, Equipment and Labor		\$34,431.00
Credit for using Z2GA "I" Deck, per Structural Engineers Request		\$-933.00
	Tax	NA
The Modification will be an Addition of	Total	\$33,498.00
The Contract Time will be extended by	10 (TEN)	days

Attachments:

APPROVAL

This Proposal is hereby accepted and authorized to be funded from Contract Change Order
The Contractor is hereby authorized to proceed with the work.

Contractor: Collier Construction

By:

Date:

Architect: Amy Sibley

By:

Date:

Owner: Terry Roberts

By

Date:

PROJECT MODIFICATION PROPOSAL #1511-004R2

Project: Brenham Library Modernization
Owner: City of Brenham

Date: 08-05-2015
RE: WCPR 001 & 002

Architect: Komatsu Architecture
Representative: Amy Sibley

Architect Project No.: 2011.129
CCI Project No.: 1511

REQUEST:

In response to the request of the Owner/Architect, we submit the following proposal for modifications to the Contract Documents:

Description of the Work:

Power & data for monitor, Provide circuit for EWH-2, and clarify EWH-1 circuit. City to furnish & install 4" sleeves for future.

Quotation:

Power & data for monitor.	\$530.00
Labor cost for notching foam around 4" Conduits	\$285.20
Provide circuit for EWH-2, and clarify EWH-1 circuit	\$495.00
***City of Brenham to Furnish and install 4" conduits as needed for future.	
	Tax NA
The Modification will be an Addition of	Total \$1,310.20
The Contract Time will be extended by	1 (One) day

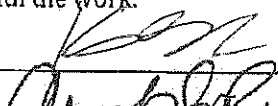
Attachments:

Electrical Subcontractor proposal Revision #2 dated 8/06/2015.

APPROVAL

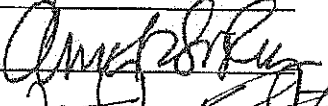
This Proposal is hereby accepted and authorized to be funded from Balance of Contingency
The Contractor is hereby authorized to proceed with the work.

Contractor: Collier Construction

By: 

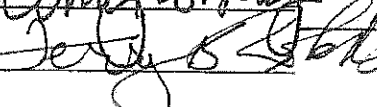
Date: 8/21/15

Architect: Amy Sibley

By: 

Date: 14 Aug 15

Owner: Terry Roberts

By: 

Date: 8/21/15



AGENDA ITEM 9

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 12, 2015															
DEPT. OF ORIGIN: Community Services	SUBMITTED BY: Wende Ragonis															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-029 for the Acceptance of the Bluebonnet Community Grant in the Amount of \$20,000 for Audio and Video Technology as a Part of the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project																
SUMMARY STATEMENT: Public libraries like the Nancy Carol Roberts Memorial Library (NCRML) serve as a cornerstone for communities across Texas for accessing information and technology, developing digital literacy skills and providing numerous technological support services. Twenty-first century libraries are so much more than books. For generations the NCRML has offered critical services to address the needs of the community, but these needs are evolving and include the need for enhanced technology offerings.																
Council approved Resolution R-15-020 August 6, 2015 which authorized staff to submit a grant application to the Bluebonnet Community Grant Program. The grant application specifically requested grant funds to outfit the library building with new audio, visual and technology resources. The total amount requested was not funded, but the Bluebonnet Community Grant Program did graciously award the NCRML \$20,000 of funding. The Bluebonnet Community Grant Program received 107 grant applications from every county in the co-op's service area, but the NCRML was one of the applications selected for funding. Staff respectfully requests that you approve the attached Resolution, so these funds may be spent in accordance with the application that was submitted to the Bluebonnet Community Grant Program.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-15-029																

FUNDING SOURCE (Where Applicable):
RECOMMENDED ACTION: Approve Resolution No. R-15-029 for the acceptance of the Bluebonnet Community Grant in the amount of \$20,000 for audio and video technology as a part of the Nancy Carol Roberts Memorial Library Expansion, Modernization and Renovation Project
APPROVALS: Terry K. Roberts

RESOLUTION NO. R-15-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REGARDING THE ACCEPTANCE OF A GRANT THROUGH THE BLUEBONNET COMMUNITY GRANT PROGRAM FOR THE EXPANSION, RENOVATION AND MODERIZATION OF THE NANCY CAROL ROBERTS MEMORIAL LIBRARY

WHEREAS, on the 6th day of August, 2015 the City Council of the City of Brenham enacted Resolution No. R-15-020 authorizing the City staff to prepare and submit a grant application to the Bluebonnet Community Grant Program for the expansion, renovation and modernization of the Nancy Carol Roberts Memorial Library ("Project"); and

WHEREAS, said Project grant application was submitted to the Bluebonnet Community Grant Program by grant application dated August 14, 2015; and

WHEREAS, the Bluebonnet Community Grant Program has notified the City of Brenham that grant funding for the Project has been awarded to the City of Brenham in the amount of \$20,000.00; and

WHEREAS, the City Council of the City of Brenham desires to accept said grant award in the amount of \$20,000.00, understanding that the City is required to provide a match of ten percent (10%); and

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

1. That the City Council hereby confirms the City of Brenham's acceptance of a grant award from the Bluebonnet Community Grant Program in the amount of \$20,000.00 for the expansion, renovation and modernization of the Nancy Carol Roberts Memorial Library; and
2. That the City of Brenham will comply with all applicable requirements of the Bluebonnet Community Grant Program, including allocating funds for the City's ten percent (10%) match; and
3. That the Mayor is hereby authorized to execute any necessary documentation related to the grant award described herein.

PASSED AND APPROVED on this the _____ day of _____, 2015.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 10

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 10, 2015															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-030 Adopting an Amended Health Inspection Fee and Permit Schedule Applicable to Food Service Establishments Located within the City of Brenham, Texas																
SUMMARY STATEMENT: Staff has received concern from a local business owner about the cost of a health inspection for restaurants. Their concern was regarding the cost of their inspection being the same for prepackaged food and a health inspection cost for a full service restaurant. Staff researched how other cities have staggered their rates for different types of food service businesses. There was typically a difference in the inspection fee depending on the type of service provided. Staff did not believe the current rates were out of line with what other cities were charging at this time for prepackaged food inspections; however, the city was low on rates for other types of restaurant inspections such as full service restaurants and light service food preparation businesses that mainly fry food. We are proposing adding further definition of restaurants/food establishments to the fee schedule. With these definitions we would create a layered fee schedule to charge a rate that is more in line with the type of inspection that is being performed by staff.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Stagger fees to charge a rate more reflective of time spent on inspections. B. CONS: Raises inspection fees for existing food preparation establishments.																
ALTERNATIVES (In Suggested Order of Staff Preference): Keep fees the same																
ATTACHMENTS: (1) Redlined version of fee schedule; and (2) Resolution No. R-15-030 (with Exhibit A)																

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve Resolution No. R-15-030 adopting an amended Health Inspection Fee and Permit Schedule applicable to food service establishments located within the City of Brenham, Texas.
APPROVALS: Terry K. Roberts



Development Services

Department

200 W. Vulcan
Brenham, TX 77833

Contact Us:

979-337-7220

cityofbrenham.org

Health Inspections

***Health Inspection Fees**

Fixed Food Establishment Permit	\$100.00 (\$25.00 for Bed and Breakfast)
Heavy Food Preparation Permit	\$150.00
Light Food Preparation Permit	\$125.00
No Food Preparation Permit	\$100.00
Mobile Food Establishment Permit	\$50.00
Bed and Breakfast	\$25.00
Temporary Food Establishment Permit	\$25.00
Re-inspection	\$25.00
Application Late Fee	\$25.00 (\$50.00 if the permit is required within 7 calendar days)
Child Care Inspection	\$25.00

***CLASSIFICATION OF FOOD ESTABLISHMENTS**

The following definitions are used by the Environmental Health Division to classify food establishments and determine the cost of the annual Health Permit:

Heavy Food Preparation: Heavy food preparation shall mean any entity in which foods are prepared, utilizing a grill, griddle, deep-fat fryer, commercial-type oven, or any similar food preparation equipment; or any area subject to flooding or wet cleaning procedures due to the cutting or processing of meat, poultry, fish, or pork. Heavy food preparation includes, but is not limited to, cafeterias, fast-food restaurants, full-service restaurants, pizza preparation, and donut preparation.

Light Food Preparation: Light food preparation shall mean any entity in which food is prepared without the use of a grill, griddle, deep-fat fryer, commercial-type oven, or any similar food preparation equipment. Light food preparation is usually limited to the preparation of hot dogs, sandwiches, salads, or other similar foods and fountain-type cold drinks.

No Food Preparation: No food preparation shall mean any entity in which foods are provided pre-wrapped from an approved source with microwave or convection-type ovens. No food preparation is usually limited to pre-packaged sandwiches or similar food, candies, and containerized cold drinks.

Temporary Food Establishment: Food preparation associated with a temporary event. Any free sampling or donation of food does not need to receive a Health Permit. Official non-profit organizations are exempt from paying the permit fee. The event may be required to obtain a Temporary Use Permit from the City.

RESOLUTION NO. R-15-030

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING AN AMENDED HEALTH INSPECTION AND PERMIT FEE SCHEDULE APPLICABLE TO FOOD SERVICE ESTABLISHMENTS LOCATED WITHIN THE CITY OF BRENHAM, TEXAS

WHEREAS, the City Council has previously adopted Chapter 9 – Food and Food Establishments, Code of Ordinances, City of Brenham, Texas, regulating food service establishments and operations, including but not limited to requiring permits and inspections; and

WHEREAS, the City Council is authorized to adopt by resolution a schedule of fees applicable to food service establishment permits and inspections; and

WHEREAS, the City Council desires to amend the health inspection fee and permit schedule applicable to food service establishments located within the City of Brenham, Texas; and

WHEREAS, the City Council desires to adopt the amended Health Inspection and Permit Fee Schedule attached hereto as Exhibit “A” and incorporated herein for purposes;

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

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

Section 2: That the City Council of the City of Brenham hereby adopts the amended Health Inspection Fee and Permit Schedule applicable to food service establishments located within the City of Brenham, Texas attached hereto as “Exhibit A” and incorporated herein for all purposes.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and approval.

PASSED and APPROVED on this _____ day of _____, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



**Development Services
Department**
200 W. Vulcan
Brenham, TX 77833

Contact Us:
979-337-7220
cityofbrenham.org

Health Inspections

***Health Inspection Fees**

Heavy Food Preparation Permit	\$150.00
Light Food Preparation Permit	\$125.00
No Food Preparation Permit	\$100.00
Mobile Food Establishment Permit	\$50.00
Bed and Breakfast	\$25.00
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AGENDA ITEM 11

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 13, 2015	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Rex Phelps	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-031 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham for the Maintenance of Law Enforcement Mobile Data Terminals		
SUMMARY STATEMENT: City IT Staff is working with County IT Staff on their migration plan to transfer communications to the County. It is part of the migration plan for the City and County to discontinue the Mobile Data Terminals (MDTs) Interlocal Agreement before the New World Reporting Management System (NWRMS) conversion. The NWRMS conversion is scheduled to be performed on January 18, 2016. The Interlocal Agreement between the City of Brenham and Washington County for the Maintenance of Law Enforcement Mobile Data Terminals requires 60-day notice of termination. City staff and County Staff both agree that the County should begin full support of their MDTs for law enforcement operations in the County.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Termination of the Mobile Data Terminals ILA is part of the migration plan B. CONS: None identified		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Resolution No. R-15-031; and (2) the 2010 ILA between Washington County and the City for the maintenance of law enforcement MDT's		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: Approve Resolution No. R-15-031 providing for the termination of an Interlocal Agreement between Washington County and the City of Brenham for the maintenance of law enforcement mobile data terminals.		
APPROVALS: Milton Y. Tate, Jr.		

RESOLUTION NO. R-15-031

A RESOLUTION PROVIDING FOR THE TERMINATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY FOR THE MAINTENANCE OF LAW ENFORCEMENT MOBILE DATA TERMINALS

WHEREAS, the City of Brenham (“City”) entered into an Interlocal Agreement with Washington County (“County”) for the maintenance of law enforcement mobile data terminals, said Interlocal Agreement being dated August 5, 2010 and attached hereto as Exhibit “A” and incorporated herein for all purposes;

WHEREAS, it is mutually advantageous to the City and the County for the County to begin full support of its Mobile Data Terminals (“MDT’s”) for law enforcement operations in the County;

WHEREAS, it is part of the migration plan for the County to assume responsibility of the law enforcement MDT’s prior to the New World Reporting Management System conversion, in January, 2016;

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

Section 1: The Interlocal Agreement dated August 5, 2010 between the City and the County for the maintenance of law enforcement MDT’s is hereby terminated.

Section 2: The City shall provide thirty (30) days written notice to the County of said termination in accordance with the provisions of said Interlocal Agreement.

Section 3: The Mayor is hereby authorized to execute any necessary documentation to implement this Resolution.

PASSED AND APPROVED on this the ____ day of _____, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR THE MAINTENANCE OF LAW ENFORCEMENT MOBILE DATA TERMINALS**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home Rule City located in Washington County, Texas, hereinafter referred to as "City", and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County";

WHEREAS, City and County each hereby find that it would be mutually advantageous for the City to maintain Mobile Data Terminals (MDT's) for law enforcement operations of the County;

WHEREAS, City and County desire to enter into this Interlocal Agreement in order to promote clarity and ease of understanding;

WHEREAS, City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Maintenance of Law Enforcement Mobile Data Terminals

The City and County agree that the City will maintain the Washington County Sheriff's Office ("SO") law enforcement MDT's in accordance with the terms and conditions in the attached Exhibit A providing for the charges and scope of services agreed to by the parties, said Exhibit A being attached hereto and incorporated herein for all purposes.

2.0 Purpose

The purpose of this Agreement is to provide SO MDT maintenance services to the County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective immediately upon the approval of this Agreement by both parties until September 30, 2010. Thereafter this Agreement shall be effective for a period of one (1) year beginning on October 1st of each year, and shall automatically renew for a subsequent one (1) year period each year, unless 1) either Party terminates this Agreement by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the end of the then current term; or 2) the County assumes responsibility for the maintenance of the SO MDT's and the maintenance responsibility is transferred to the County in accordance with the provisions of Exhibit A. Notice shall be provided pursuant to the terms set forth in Section 8.0.

6.0 Payment

The County agrees to pay the City for the SO MDT maintenance services in accordance with the provisions of Exhibit A. Payment by the County to the City shall be made within thirty (30) days of the County's receipt of an invoice from the City.

7.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104

Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

9.0 Current Revenue

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

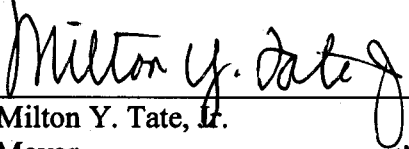
Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

14.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 5th day of August, 20 10.

CITY OF BRENHAM


Milton Y. Tate, Jr.
Mayor



ATTEST:


Jeana Bellinger, TRMC
City Secretary

WASHINGTON COUNTY


Dorothy Morgan
Judge

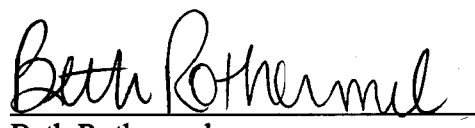

Beth Rothermel
County Clerk

Exhibit A

SO MDT Charges and Scope of Services

* (These are estimated costs. The County will be invoiced for actual costs as they are due.)

DESCRIPTION	AMOUNT	QTY	TOTAL	One Time Payment	Monthly Payment	Annual Payment
Microsoft licensing purchase thru True-Up *	\$366.01	7	\$2,562.07	\$2,562.07	\$0.00	\$0.00
Microsoft Software Assurance *	\$182.61	7	\$1,278.27	\$0.00	\$0.00	\$1,278.27
NetMotion Mobility Maintenance (charged to EMS) *	\$1,269.50	0	\$0.00	\$0.00	\$0.00	\$0.00
Symantec AV licensing *	\$20.00	7	\$140.00	\$0.00	\$0.00	\$140.00
Cell Card services *	\$50.00	7	\$350.00	\$0.00	\$350.00	\$0.00
Program Administration	\$367.10	1	\$367.10	\$0.00	\$367.10	\$0.00
Totals =				\$2,562.07	\$717.10	\$1,418.27

Scope of Services:

The City will maintain 7 MDT's (Mobile Data Terminals) for SO (Sheriff's Office) of which 5 will be placed in vehicles and must always remain in service. The other 2 MDT's will be used as City spare MDT's. The City spare MDT's will be used only for SO and will be housed at the City's Public Safety Administrator's office and will remain turned on and physically plugged into the City's network so that it can remain updated and ready to go. The City spare MDT's must be provided to the City by the County within 30 days from when this proposal is approved. The City I.T. Manager and the SO I.T. representative will review the use of only 2 spares after 6 months and may agree to increase the number of spares. After the first 6 months the County and City will review the Program Administration fee and make adjustments to the fee as deemed necessary by the City I.T. Manager. All MDT purchases must include the 5 year "No Questions Asked" warranty and must be reviewed and agreed upon by the City I.T. Manager and the SO representative prior to purchase. The County will retain ownership of the 7 MDT's and add them to a 5 year replacement schedule.

The County will retain ownership and possession of all Microsoft licenses, software and software disk kits purchased with the MDT's. The City will purchase all Microsoft and Symantec AV licensing. The SO will use available County-owned NetMotion Mobility licenses. The City will provide the County's cell card services with Verizon. Any future changes in cellular service must be agreed upon in advance between the City I.T. Manager and the SO representative. The MDT's will be joined to the City's Aegis domain and SO users will use Aegis domain user accounts. A group account will be created for each MDT and a complex password will be assigned to each account by the City Public Safety Administrator. SO users will not be able to change this password and it will not expire. SO MDT users will be given standard user rights on the MDT's and will not be allowed to install any additional software on them without prior approval from the City I.T. Department. SO MDT users must comply with the City's existing Password Policy and all future changes thereto. All internet activity will be filtered and monitored by the City's web filter. The filter rules will be adjusted so as not to prohibit official SO use. The County will be invoiced each month for the Program Administration Fee for the previous month. This fee will include a minimum of 10 hours of City Staff time. Any hours worked over this total will be billed to the County at the current hourly rate (\$36.71 per hour) which may be revised each year as needed to reflect accurate hourly rates of City I.T. staff. The County will reimburse the City for the one-time Microsoft Enterprise Agreement True-Up costs associated with each MDT used for County purposes. The County will reimburse the City for all annual costs associated with the SO MDT's including, Microsoft Software Assurance, Mobility maintenance, Symantec Anti-Virus maintenance, etc. The County will reimburse the City for all monthly costs associated with the SO MDT's including, the Verizon Cell Card services and Program Administration fees as listed above. The City will send the County an itemized invoice each month for amounts that are currently due. The County will have 30 days to make the payments. Failure to promptly pay the amounts due will result in the termination of this agreement.

The City's I.T. staff will be responsible for:

Maintaining, troubleshooting and providing service for 7 MDT's that will be assigned to County SO employees. 5 of these MDT's must remain operational 24/7.

Creating, maintaining user accounts for SO MDT users, unlocking accounts. User accounts will lock after three (3) failed login attempts. User accounts will automatically unlock after 5 minutes. Creation, changes and deletion of user accounts will be done only after completion and submission of the Network Account Form to the Public Safety Administrator.

Exhibit A

The City I.T. staff is responsive to calls during normal City business hours (8:00 am -5:00 pm M-F - excluding holidays). Emergency (after hour) service requests will be responded to only if more than 3 MDT's are down simultaneously and if the service request comes from the SO representative or his approved representatives. Emergency service requests will be made only to the City's Public Safety Administrator, the City's I.T. Manager or the City's Network Security Administrator (in that order).

When SO MDT's are broken or replaced the City I.T. staff will format them (if hard drive is working) and return them to the SO representative. If hard drive is no longer working the hard drive will be removed and destroyed and the remaining parts returned to the SO representative.

The City's I.T. staff will **NOT** be responsible for:

Working on any County owned computers, servers, printers, equipment, etc. other than the 7 MDT's described herein.
Working on, installing or maintaining any MDT mounting hardware in vehicles, including docking stations, external antennas, etc.

SO will be responsible for picking up and dropping off MDT's (All City I.T. staff work will be performed on City property).

Plan for County to Resume Maintenance Responsibility:

In the event this agreement is terminated the Mobility licensing (25 licenses and 1 server license) will be transferred back to the County upon thirty (30) days written notice from either agency. The 7 MDT's the County purchased will be formatted and returned to the Sheriff's Office representative. The County will be responsible for loading and configuring them for County use. The City will retain all Microsoft software and licensing purchased during the agreement period (these are non-transferable). The City will cancel the MDT cellular card services and the County will acquire its own. The City will retain ownership of all Symantec software and licenses purchased during the agreement period (these are non-transferable). City staff will only remain responsible for loading the New World Systems software on the SO MDT's. Upon transfer of the maintenance responsibility to the County, this Agreement shall terminate.

Future Changes:

The number of MDT's maintained may be increased as determined necessary and agreed upon by the Sheriff's Office representative and the City I.T. Manager. The prices and agreements will pertain to the added MDT's.



AGENDA ITEM 12

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 13, 2015															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Rex Phelps															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-032 Providing for the Termination of an Interlocal Agreement Between Washington County and the City of Brenham for the Maintenance of Emergency Medical Service (EMS) Mobile Data Terminals																
SUMMARY STATEMENT: City IT Staff is working with County IT Staff on their migration plan to transfer communications to the County. It is part of the migration plan for the City and County to discontinue the Mobile Data Terminals (MDTs) Interlocal Agreement before the New World Reporting Management System (NWRMS) conversion. The NWRMS conversion is scheduled to be performed on January 18, 2016. The Interlocal Agreement between the City of Brenham and Washington County for the Maintenance of EMS Mobile Data Terminals requires 60-day notice of termination. City staff and County Staff both agree that the County should begin full support of their MDTs for emergency medical services in the County.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Termination of the Mobile Data Terminals ILA is part of the migration plan B. CONS: None identified																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Resolution No. R-15-032; and (2) the 2010 ILA between Washington County and the City for the maintenance of emergency medical service (EMS) MDT's																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve Resolution No. R-15-032 providing for the termination of an Interlocal Agreement between Washington County and the City of Brenham for the maintenance of emergency medical services (EMS) mobile data terminals.																
APPROVALS: Milton Y. Tate, Jr.																

RESOLUTION NO. R-15-032

A RESOLUTION PROVIDING FOR THE TERMINATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY FOR THE MAINTENANCE OF EMS MOBILE DATA TERMINALS

WHEREAS, the City of Brenham (“City”) entered into an Interlocal Agreement with Washington County (“County”) for the maintenance of Emergency Medical Services mobile data terminals, said Interlocal Agreement being dated May 13, 2010 and attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, it is mutually advantageous to the City and the County for the County to begin full support of its Mobile Data Terminals (“MDT’s”) for emergency medical services (“EMS”) operations in the County; and

WHEREAS, it is part of the migration plan for the County to assume responsibility of the EMS MDT’s prior to the New World Reporting Management System conversion in January, 2016;

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

Section 1: The Interlocal Agreement dated May 13, 2010 between the City and the County for the maintenance of EMS MDT’s is hereby terminated.

Section 2: The City shall provide thirty (30) days written notice to the County of said termination in accordance with the provisions of said Interlocal Agreement.

Section 3: The Mayor is hereby authorized to execute any necessary documentation to implement this Resolution.

PASSED AND APPROVED on this the ____ day of _____, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR THE MAINTENANCE OF EMS MOBILE DATA TERMINALS**

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: the City of Brenham, a Home Rule City located in Washington County, Texas, hereinafter referred to as "City", and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as "County";

WHEREAS, City and County each hereby find that it would be mutually advantageous for the City to maintain Mobile Data Terminals (MDT's) for emergency medical services operations of the County;

WHEREAS, City and County desire to enter into this Interlocal Agreement in order to promote clarity and ease of understanding;

WHEREAS, City and County are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Maintenance of EMS Mobile Data Terminals

The City and County agree that the City will maintain the County's EMS MDT's in accordance with the terms and conditions in the attached Exhibit A providing for the charges and scope of services agreed to by the parties, said Exhibit A being attached hereto and incorporated herein for all purposes.

2.0 Purpose

The purpose of this Agreement is to provide EMS MDT maintenance services to the County.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective immediately upon the approval of this Agreement by both parties until September 30, 2010. Thereafter this Agreement shall be effective for a period of one (1) year beginning on October 1st of each year, and shall automatically renew for a subsequent one (1) year period each year, unless 1) either Party terminates this Agreement by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the end of the then current term; or 2) the County assumes responsibility for the maintenance of the EMS MDT's and the maintenance responsibility is transferred to the County in accordance with the provisions of Exhibit A. Notice shall be provided pursuant to the terms set forth in Section 8.0.

6.0 Payment

The County agrees to pay the City for the EMS MDT maintenance services in accordance with the provisions of Exhibit A. Payment by the County to the City shall be made within thirty (30) days of the County's receipt of an invoice from the City.

7.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059

Notices sent pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County Courthouse
100 East Main Street, Suite 104

Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

9.0 Current Revenue

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

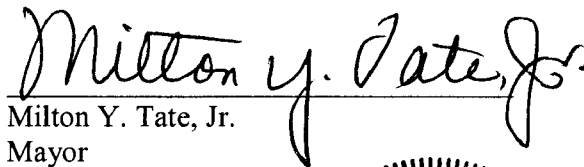
14.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the 13th day of May, 2010.

CITY OF BRENHAM

WASHINGTON COUNTY


Milton Y. Tate, Jr.
Mayor


Dorothy Morgan
Judge

ATTEST:


Jeana Bellinger, TRMC
City Secretary



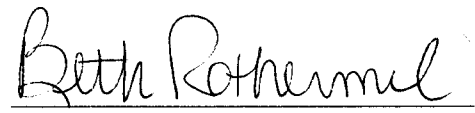

Beth Rothermel
County Clerk

Exhibit A

EMS MDT Charges and Scope of Services

DESCRIPTION	AMOUNT	QTY	TOTAL	One Time Payment	Monthly Payment	Annual Payment
Microsoft licensing purchase thru True-Up	\$366.01	8	\$2,928.08	\$2,928.08	\$0.00	\$0.00
Microsoft Software Assurance	\$182.61	8	\$1,460.88	\$0.00	\$0.00	\$1,460.88
NetMotion Mobility Maintenance	\$1,269.50	1	\$1,269.50	\$0.00	\$0.00	\$1,269.50
Symantec AV licensing	\$20.00	8	\$160.00	\$0.00	\$0.00	\$160.00
Cell Card services	\$50.00	8	\$400.00	\$0.00	\$400.00	\$0.00
Program Administration	\$367.10	1	\$367.10	\$0.00	\$367.10	\$0.00
MDT Program Initiation Fee (*)	\$1,468.40	1	\$1,468.40	\$1,468.40	\$0.00	\$0.00
Totals =				\$4,396.48	\$767.10	\$2,890.38

(*) - This number will be changed to reflect up to date costs at time of acceptance.

The City will maintain 8 MDT's (Mobile Data Terminals) for EMS of which 4 will be placed in ambulances and must always remain in service. Three of the remaining MDT's will be used in EMS Command Vehicles and act as EMS spares. The other will be used as a City spare MDT. The City spare MDT will be used only for EMS and will be housed at the City's Public Safety Administrator's office and will remain turned on and physically plugged into the City's network so that it can remain updated and ready to go. The City spare MDT must be provided to the City by the County within 30 days from when this proposal is approved. The City I.T. Manager and the EMS Director will review the use of only 1 spare after 6 months and may agree to increase the number of spares. After the first 6 months the County and City will review the Program Administration fee and make adjustments to the fee as deemed necessary by the City I.T. Manager. All MDT purchases must include the 5 year "No Questions Asked" warranty and must be reviewed and agreed upon by the City I.T. Manager and the EMS Director prior to purchase. The County will retain ownership of the 8 MDT's and add them to a 5 year replacement schedule. The County will retain ownership and possession of all Microsoft licenses, software and software disk kits purchased with the MDT's. The City will purchase all Microsoft and Symantec AV licensing. The County will transfer ownership of its 25 existing Mobility licenses and 1 Mobility server license and maintenance to the City. The City will replace the County's cell card services with Verizon. Any future changes in cellular service must be agreed upon in advance between the City I.T. Manager and the EMS Director. The MDT's will be joined to the City's Aegis domain and EMS users will use Aegis domain user accounts. A group account will be created for each MDT and a complex password will be assigned to each account by the City Public Safety Administrator. EMS users will not be able to change this password and it will not expire. EMS MDT users will be given standard user rights on the MDT's and will not be allowed to install any additional software on them without prior approval from the City I.T. Department. EMS MDT users must comply with the City's existing Password Policy and all future changes thereto. All internet activity will be filtered and monitored by the City's web filter. The filter rules will be adjusted so as not to prohibit official EMS use. A one time MDT Program Initiation Fee will be charged for hours spent by City staff implementing this proposal and include hours spent through March 31, 2010. The County will be invoiced each month for the Program Administration Fee for the previous month. This fee will include a minimum of 10 hours of City Staff time. Any hours worked over this total will be billed to the County at the current hourly rate (\$36.71 per hour) which may be revised each year as needed to reflect accurate hourly rates of City I.T. staff. The County will reimburse the City for the one-time Microsoft Enterprise Agreement True-Up costs associated with each MDT used for County purposes. The County will reimburse the City for all annual costs associated with the EMS MDT's including, Microsoft Software Assurance, Mobility maintenance, Symantec Anti-Virus maintenance, etc. The County will reimburse the City for all monthly costs associated with the EMS MDT's including, the Verizon Cell Card services and Program Administration fees as listed above. The City will send the County an itemized invoice each month for amounts that are currently due. The County will have 30 days to make the payments. Failure to promptly pay the amounts due will result in the termination of this agreement.

The City's I.T. staff will be responsible for:

Maintaining, troubleshooting and providing service for 8 MDT's that will be assigned to County EMS employees. 4 of these MDT's must remain operational 24/7.

Creating, maintaining user accounts for EMS users, unlocking accounts. User accounts will lock after three (3) failed login attempts. User accounts will automatically unlock after 5 minutes. Creation, changes and deletion of user accounts will be done only after completion and submission of the Network Account Form to the Public Safety Administrator.

The City I.T. staff is responsive to calls during normal City business hours (8:00 am -5:00 pm M-F - excluding holidays). Emergency (after hour) service requests will be responded to only if more than 4 MDT's are down simultaneously and if the service request comes from the EMS Director or his approved representatives. Emergency service requests will be made only to the City's Public Safety Administrator, the City's I.T. Manager or the City's Network Security Administrator (in that order).

When EMS MDT's are broken or replaced the City I.T. staff will format them (if hard drive is working) and return them to the EMS Director. If hard drive is no longer working the hard drive will be removed and destroyed and the remaining parts returned to the EMS director.

The City's I.T. staff will NOT be responsible for:

Working on any County owned computers, servers, printers, equipment, etc. other than the 8 MDT's described herein.

Working on, installing or maintaining any MDT mounting hardware in vehicles, including docking stations, external antennas, etc.

EMS will be responsible for picking up and dropping off MDT's (All City I.T. staff work will be performed on City property).

Plan for County to Resume Maintenance Responsibility:

In the event the County decides to hire I.T. Staff and/or resume full support of the EMS MDT's the Mobility licensing (25 licenses and 1 server license) will be transferred back to the County upon thirty (30) days written notice from the County. The 8 MDT's the County purchased will be formatted and returned to the County I.T. staff who will load and configure them for County use. The City will retain all Microsoft software and licensing purchased during the agreement period (these are non-transferable). The City will cancel the MDT cellular card services and the County will acquire its own. The City will retain ownership of all Symantec software and licenses purchased during the agreement period (these are non-transferable). City staff will only remain responsible for loading the New World Systems software on the EMS MDT's. Upon transfer of the maintenance responsibility to the County, this Agreement shall terminate.



AGENDA ITEM 13

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 15, 2015															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Rex Phelps															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☒ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION		☐ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-033 Authorizing the Acceptance of Donations for the Planned Park Development Project Connecting Fireman's Park and the Nancy Carol Roberts Memorial Library																
SUMMARY STATEMENT: This initiative will connect the new Nancy Carol Roberts Memorial Library grounds with Brenham's legacy Fireman's Park. Both of these community amenities have enriched the quality of life of the Brenham community and this Project honoring the life of Michael Mansfield Owsley will ensure the two amenities are enhanced and brought together for children to play, people to learn and families to flourish. Michael Mansfield Owsley's wife wishes to honor her late husband's memory by funding this park expansion project (to include: trail extension, fencing, landscaping, design, playground construction, etc.) through donation(s). And, in return requesting approval to name a newly constructed playground adjacent to the new Nancy Carol Roberts Memorial Library after her late husband, "Michael Mansfield Owsley."																
At the November 5, 2015 Council meeting, City Council entered into a Memorandum of Understanding with Robbie Gail Charette for the Planned Park Development Project. With the approval of this resolution, all donations related to this projected may be accepted by the City of Brenham .																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Enhance the area consistent with the parks master plan and provide new park facilities for the community. B. CONS: Non identified																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: Resolution No. R-15-033																
FUNDING SOURCE (Where Applicable): Donations																

RECOMMENDED ACTION: Approve Resolution No. R-15-033 authorizing the acceptance of donations for the Planned Park Development Project connecting Fireman’s Park and the Nancy Carol Roberts Memorial Library

APPROVALS: Terry K. Roberts

RESOLUTION NO. R-15-033

A RESOLUTION PROVIDING FOR THE ACCEPTANCE OF DONATIONS FOR A PLANNED PARK DEVELOPMENT CONNECTING FIREMAN’S PARK AND THE NANCY CAROL ROBERTS MEMORIAL LIBRARY

WHEREAS, from time to time the City is the recipient of gifts of cash or other property which are designated to be used for public purposes; and

WHEREAS, on November 5, 2015 the City Council entered into a Memorandum of Understanding with Robbie Gail Charette for a Planned Park Development connecting Fireman’s Park and the Nancy Carol Roberts Memorial Library (“Project”) in honor of Michael Mansfield Owsley; and

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

Section 1: All donations related to said Project, regardless of the amount or value of the donation, may be accepted on behalf of the City by the City Manager or the Assistant City Manager(s).

Section 2: All donated funds shall be placed in a separate fund dedicated solely to the Project and the City shall maintain financial statements and records documenting all donations and expenditures.

PASSED AND APPROVED on this the ____ day of _____, 2015.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary



AGENDA ITEM 14

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 12, 2015	
DEPT. OF ORIGIN: Information Technology	SUBMITTED BY: Kevin Schmidt	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Maintenance Contract with Presidio Networked Solutions Group, LLC for the City of Brenham's Phone System and Critical Network Hardware and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: IT department currently renews our Cisco SmartNet Maintenance contract on a year-by-year basis. This maintenance contract is essential for operating critical systems, such as the phone system and network hardware. The contract provides access to technical support, access to software upgrades, and replacement parts for hardware failures. A multiyear contract is beneficial because Cisco raises their SmartNet prices between 3% and 10% annually. With a three year renewal, we will lock in the 2015 pricing and receive an additional discount for multiyear customers. This is estimated to save us \$16,000.00 to \$24,000.00 over the course of the contract period. The total cost of the contract is \$70,639.31 beginning on January 1, 2016 through December 31, 2018. With three-year financing, the three payments are \$23,546.44 annually. A single year contract will cost \$29,145.51 this year. The multiyear contract is clearly a significant cost savings to the City. We have already budgeted for this expense, as we do every year. This is simply a cost savings measure, and we are not adding to the budget.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Significant cost savings over the course of the contract period. B. CONS: None identified.		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from IT Manager; (2) E-mail from Presidio; (3) SMARTnet Renewal Options; and (4) Quotes from Presidio		
FUNDING SOURCE (Where Applicable): IT Department Annual Budget		

RECOMMENDED ACTION: Approve a maintenance contract with Presidio Networked Solutions Group, LLC for the City of Brenham's phone system and critical network hardware and authorize the Mayor to execute any necessary documentation

APPROVALS: Terry K. Roberts

MEMORANDUM

City of Brenham

To: Rex Phelps
Assistant City Manager

CC: Jeana Bellinger
City Secretary

From: Kevin Schmidt
IT Manager

Date: November 7, 2015

Subject: Cisco SmartNet Maintenance Contract

The IT department renews our Cisco SmartNet Maintenance contract annually on December 31st. This maintenance contract is essential for operating critical systems, such as the phone system and the Cisco network hardware. The contract provides technical support from Cisco, access to software upgrades, and replacement parts for hardware failures. We have budgeted \$30,000.00 in FY15-16 for this maintenance contract.

Our Cisco vendor, Presidio, has informed us that a multiyear contract is beneficial because Cisco raises their SmartNet prices between 3% and 10% annually. If we renew for three years, we will lock in the 2015 pricing as well as an additional discount for multiyear customers. This is *estimated* to save us \$16,000.00 to \$24,000.00 over the course of the contract period.

There are financing options through Cisco Capital or Presidio Technology Capital, which will spread the cost of the 3-year contract over 3 annual payments. Interest rates of 0% may be available *pending approval*.

Presidio has told us that we are able to add items to the multiyear contract mid-term when needed, by issuing a separate PO for those purchases. We could also choose to work with the finance company to revise the payment schedule to include any new additions. If we need to remove a device from the multiyear contract, we can receive a credit only for devices that were replaced with newer Cisco products.

The total value of the contract is \$70,639.31 beginning on January 1, 2016 through December 31, 2018. With three-year financing, the three payments are \$23,546.44 annually. If we continue to purchase single year contracts, the cost this year will be \$29,145.51.

Please see the attached summary of the renewal options and the final quotes. I have also attached an email from Presidio that further details the 1-year versus 3-year contract options. In order to save cost, I recommend taking this to the City Council to seek approval on a financed 3-year contract with Presidio for our Cisco SmartNet purchase.

Attachments

Kevin Schmidt

From: Adams, Nicole <nadams@presidio.com>
Sent: Tuesday, October 20, 2015 3:36 PM
To: Kevin Schmidt; Stephen Reynolds
Cc: Howland, Lesli
Subject: RE: City of Brenham/ Cisco SMARTnet Renewal Quote

Hi Kevin,

We can add items to existing contract mid-term. If you purchased new hardware devices with smartnet, that maintenance is billed with the new hardware but can be added to existing contracts (this is existing process today). For Smartnet additions, we would quote those separately and those items can be co-termed to the existing contract. You can issue a PO for those purchases or also finance them and we can then work with finance company on revised payment schedule.

Returns are handled as credit/terminations. Cisco only issues credit for terminations for decommissioned devices when it's under the terms of a "tech refresh".

This means you've replaced existing covered items on contract with new devices/new technology.

If the termination meets that condition we can request a pro-rated credit.

That credit once approved by Cisco will be issued to Presidio who will send it to the finance company who will then in turn apply that credit towards your balance of the finance agreement.

I hope this answers your questions. Please let me know if we need to discuss in detail, I'm happy to schedule a webex to review.

Thank you,
Nicole



Nicole Adams | SMARTnet Maintenance Representative
Presidio | www.presidio.com
777 E. Sonterra Blvd. Suite 300, San Antonio, TX 78258
D: 210.245.3818 | C: 210.274.5546 | F: 210.245.3898 | nadams@presidio.com

From: Kevin Schmidt [mailto:KSchmidt@cityofbrenham.org]
Sent: Tuesday, October 20, 2015 3:08 PM
To: Adams, Nicole <nadams@presidio.com>; Stephen Reynolds <sreynolds@cityofbrenham.org>
Cc: Howland, Lesli <LHowland@presidio.com>
Subject: RE: City of Brenham/ Cisco SMARTnet Renewal Quote

Hi Nicole,

For the three year option, how would we go about adding and removing devices over the course of the contract? Is it possible to add things mid-term, and also what if we no longer need to have maintenance on something for whatever reason?

Thanks,
-Kevin S

From: Adams, Nicole [<mailto:nadams@presidio.com>]
Sent: Tuesday, October 06, 2015 5:29 PM
To: Kevin Schmidt <KSchmidt@cityofbrenham.org>; Stephen Reynolds <sreynolds@cityofbrenham.org>
Cc: Howland, Lesli <LHowland@presidio.com>
Subject: City of Brenham/ Cisco SMARTnet Renewal Quote

Hello Kevin and Stephen,

Your Cisco Smartnet Maintenance contract(s) are due for renewal and are due to expire as early as **December 31, 2015**. I've attached a client review package that includes a 1 and 3 year quote for your Cisco SMARTnet maintenance renewal. The Summary page provides an overview of each quote and estimated cost savings by purchasing the multiyear option. You will also find the contract details and notes on the additional tabs.

Benefits of Multiyear Contracts:

Cisco raises their prices anywhere from 3%-10% annually. With the 3 year renewal, you lock in today's low price, eliminating the uncertainty of price increases in the future.

By locking in the 2015 pricing you could save an estimated **\$24K**.

Benefits of Financing:

If you choose to move forward with the three-year option, there are finance options available through Cisco Capital or Presidio Technology Capital.

- You can spread the cost of a three-year contract over 3 annual payments. (quarterly and monthly payment structures also available)
- With the three (3) annual payments you can take advantage of both today's current SmartNet pricing and the additional discount afforded by the multi-year renewal.
- Competitive market rates, with promotions enabling financing for as low as 0% Int *pending approval

Presidio Asset Management:

Presidio's Vision Portal provides clients with a portal and tool that is part of every maintenance engagement as a valued add. Click [Here](#) for more information.

If you would like to review the quotes in detail, I'd be happy to schedule a call for review. If you have any questions, please don't hesitate to reach out to me or your Account Manager, Lesli Howland.
Thank you for the opportunity to provide you with your business needs.

Thank you,
Nicole



Nicole Adams | SMARTnet Maintenance Representative
Presidio | www.presidio.com
777 E. Sonterra Blvd. Suite 300, San Antonio, TX 78258
D: 210.245.3818 | C: 210.274.5546 | F: 210.245.3898 | nadams@presidio.com

CITY OF BRENHAM
SMARTnet Renewal 2015 - 1 & 3 Year Options

SmartNET Renewal Quote - List Price
SmartNET Renewal Quote - Customer Price
Financed - 3 Annual Payments*

1 Year	
\$	36,893.05
\$	29,145.51
	N/A

3 Year	
\$	91,739.37
\$	70,639.31
	N/A

3 Year - Financed	
\$	91,739.37
\$	70,639.31
\$	23,546.44

Value Adds

Presidio Vision Portal - (\$8K List Price Value)

Included	
-----------------	--

Included	
-----------------	--

Included	
-----------------	--

SMARTnet Discounts:
Target End Date:
Presidio Quote

21%	
#REF!	
2003115003425-03	

23%	
31-Mar-2017	
2003115003930-02	

23%	
31-Mar-2017	
2003115003930-02	

SMARTnet NOTES

- Please check ECMU voice coverage matches your current version and user count.
- Items that end prior to the target end date could not be co-terminated. These items will reach their end of service life. Dates noted in red.
- Target co-term dates are noted. See individual lines for actual end dates.

*subject to credit approval and review of final equipment, software and services configuration. Estimate for discussion purposes, excludes applicable sales tax and assumes 0% interest. Financing options are subject to final review, approval and documentation from Presidio Technology Capital.

1YR vs 3YR COST SAVINGS	
1 Year Renewal	
2015-2016	\$ 29,145.51
3% Increase	
2015-2016	\$ 29,145.51
2016-2017	\$ 30,019.87
2017-2018	\$ 30,920.47
6% Increase	
2015-2016	\$ 29,145.51
2016-2017	\$ 30,894.24
2017-2018	\$ 32,747.89
8% Increase	
2015-2016	\$ 29,145.51
2016-2017	\$ 31,477.15
2017-2018	\$ 33,995.32
Totals for 3 Years Purchased Separately:	
3% Increase	\$ 90,085.86
6% Increase	\$ 92,787.64
8% Increase	\$ 94,617.98
Total for 3 Years Purchased Together:	
2015 MultiYear Quote	\$ 70,639.31

Total Savings w Multi Year Option	
3% Increase	\$ 19,446.54
6% Increase	\$ 22,148.33
8% Increase	\$ 23,978.67

TO: City of Brenham
Kevin Schmidt
200 W. Vulcan Street
BRENHAM, TX 77833

kschmidt@ci.brenham.tx.us
(p) 979-451-1784

FROM: Presidio Networked Solutions Group, LLC
Nicole Adams
1720 Louisiana NE
Suite 301
Albuquerque, NM 87110

nadams@presidio.com
(p) 210.245.3818
(f) 210.245.3898

Customer#: CITY0578

Contract Vehicle: Texas DIR-TSO-2544 CISCO Branded Equipment and Related Services

Account Manager: Lesli Howland

Inside Sales Rep: Nicole Adams

Title: City of Brenham Smartnet Renewal 2015 1YR

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$36,893.05	\$29,145.51	1	\$36,893.05	\$29,145.51
Comments: *see excel for contract detail							

Total List Price:		\$36,893.05
Sub Total:		\$29,145.51
Grand Total:		\$29,145.51

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER DIR-TSO-2544
vendor ID 17605152499

STATE OF TEXAS

YOU MUST REFERENCE THE DIR CONTRACT NUMBER DIR-TSO-2544 ON YOUR PURCHASE ORDER.

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
Kevin Schmidt
200 W. Vulcan Street
BRENHAM, TX 77833

kschmidt@ci.brenham.tx.us
(p) 979-451-1784

FROM:

Presidio Networked Solutions Group, LLC
Nicole Adams
1300 W. Sam Houston Pkwy
Suite 200
Houston, TX 77042

nadams@presidio.com
(p) 210.245.3818
(f) 210.245.3898

Customer#: CITY0578

Contract Vehicle: Texas DIR-TSO-2544 CISCO Branded Equipment and Related Services

Account Manager: Lesli Howland

Inside Sales Rep: Nicole Adams

Title: City of Brenham Smartnet Renewal 2015 3YR

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$91,739.37	\$70,639.31	1	\$91,739.37	\$70,639.31
Comments: *see excel for contract detail							

Total List Price:		\$91,739.37
Sub Total:		\$70,639.31
Grand Total:		\$70,639.31

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER DIR-TSO-2544
vendor ID 17605152499

STATE OF TEXAS

YOU MUST REFERENCE THE DIR CONTRACT NUMBER DIR-TSO-2544 ON YOUR PURCHASE ORDER.

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

Customer Signature

Date



AGENDA ITEM 15

DATE OF MEETING: November 19, 2015	DATE SUBMITTED: November 12, 2015															
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION														
	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on its First Reading Authorizing the Placement of Stop Signs on Apache Drive and Cheyenne Drive at Their Intersections with South Chappell Hill Street																
SUMMARY STATEMENT: After a near miss accident in this area, Staff has looked at adding a stop sign at both Apache Drive and Cheyenne Drive as they intersect with S. Chappell Hill Street. Both of these streets are residential streets that intersect with a though fare street and currently there are no stop signs at either intersection. It is common courtesy to yield to a larger street such as S. Chappell Hill Street, but without a physical stop sign placed on these streets some drivers are not yielding to traffic on S. Chappell Hill Street. Even though this is still a ticketable offense if noticed by law enforcement or when an accident occurs, Staff feels that adding two stop signs to this area will just solidify that a stop needs to be made when approaching S. Chappell Hill Street.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Ordinance and (2) Map																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: Approve an Ordinance on its first reading authorizing the placement of stop signs on Apache Drive and Cheyenne Drive at their intersections with South Chappell Hill Street																
APPROVALS: Terry K. Roberts																

ORDINANCE NO. O-_____

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

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

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

Section 1. There shall be established and installed:

- (a) One (1) stop sign on Apache Drive at its intersection with S. Chappell Hill Street, regulating westbound traffic on Apache Drive; and
- (b) One (1) stop sign on Cheyenne Drive at its intersection with S. Chappell Hill Street, regulating westbound vehicular traffic on Cheyenne Drive

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

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

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

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

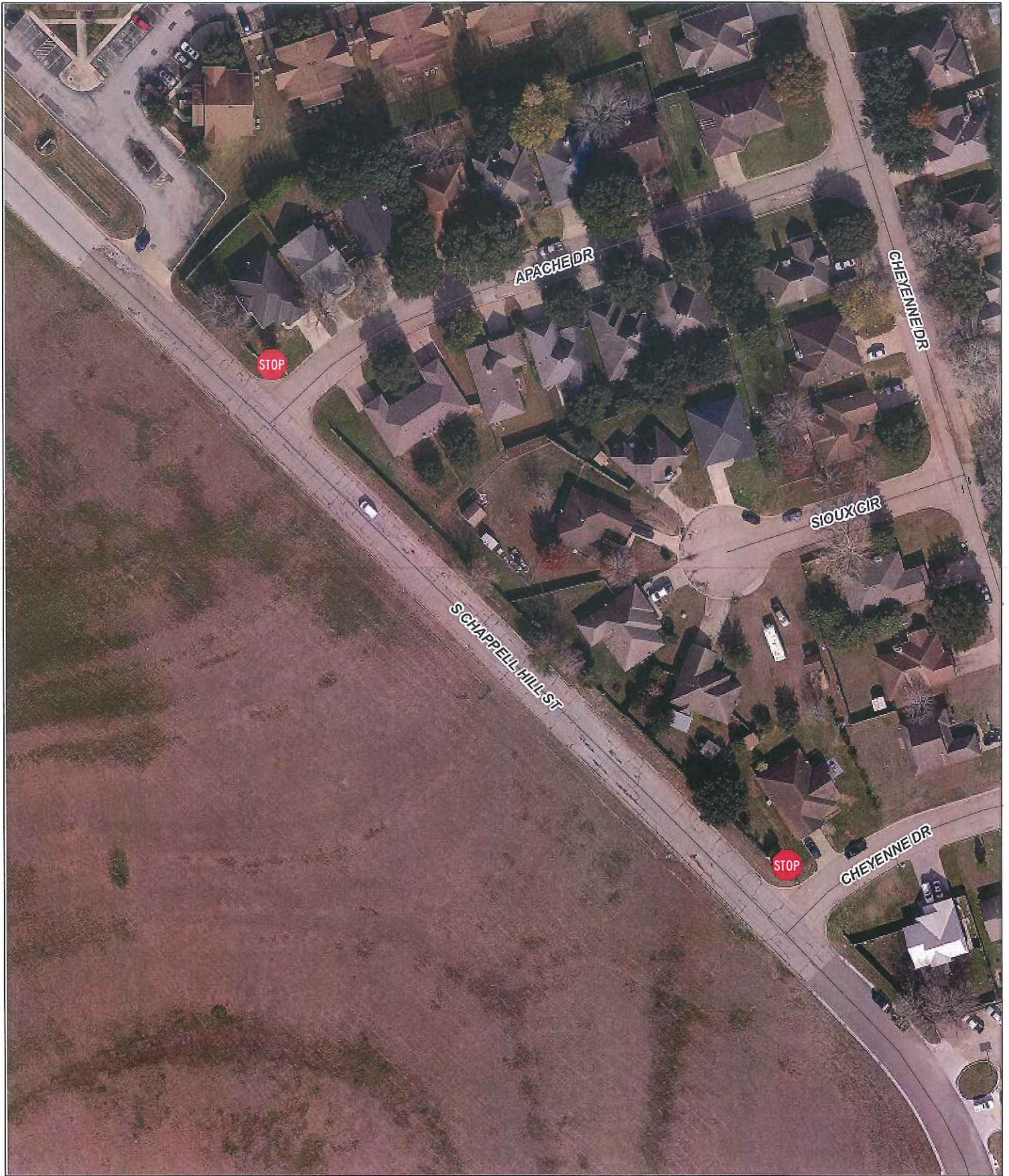
PASSED and APPROVED on its first reading this the ____ day of _____, 2015.

PASSED and APPROVED on its second reading this the ____ day of _____, 2015.

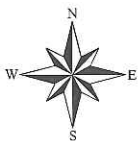
ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC
City Secretary



1 inch = 100 feet



New Stop Signs





AGENDA ITEM 16

DATE OF MEETING: 11/19/2015	DATE SUBMITTED: 11/10/15	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	
ORDINANCE: ☒ 1ST READING ☐ 2ND READING ☐ RESOLUTION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Citizen's Collection Station		
SUMMARY STATEMENT: Staff has actively been evaluating the Citizen's Collection Station capital needs and usage over the last year. As you know, the Collection Station serves our entire community related to non-compactable waste disposal, proper tire disposal, and most notably brush collection and mulching operations. This facility continues to grow in volume but remains the same size related to our facility setup. Rates have been established in the past for all different classes of waste and how they are handled with a heavy emphasis on the operation and capital needs in order to keep this facility moving forward. In 2002 the Diamond Z Tub Grinder was purchased and provided a means of minimizing the bulky brush that was brought to our facility. It also opened the door to market double ground mulch to residents and businesses throughout the region. This was a large commitment and was lease purchased at the time for 7 years with a price tag of \$350,000. This grinder has been truly awesome for our community and our facility. Over the years the tub grinder has performed well and allowed the City to deal with large amounts of brush from local storms, city projects and the past droughts. With these conditions and the workload the tub grinder will eventually need to be replaced and upgraded. With this known factor staff has evaluated the capital needs on a 10 year basis for the Collection Station encompassing all future needs in mind. When evaluating the capital needs of the future items such as a replacement grinder topped the list but other items such as major ramp and driveway improvements, facility/fence improvements, drainage improvements, miscellaneous equipment replacements, and scale replacements were also considered and applied to the master list of capital needs in order to maintain the Collection Station operations. With this list, staff felt it was a good time to start looking at ways where fund balance could be established in order to match the needs for planned capital items within this department. The average capital needs over a 10 year period is right at the \$115,000 per year range. Currently the Collection Station operation has been operating at a deficit the last two years by roughly \$52,000 (without any capital), even though the Sanitation Fund has a fund balance of \$962,000. In our 5 year capital plan we have the tub grinder scheduled to be replaced in 2017-18 at a price tag of \$650,000. Even though this replacement will most likely be lease purchased in the future this is a considerable amount to hit the fund balance and we would prefer to look at the usage and rates of the Collection Station to offset these capital needs from the customers who utilize this portion of our operations.		

In April of 2015 the City Council approved an increase for commercial brush customers an additional \$7.50/ton, which would increase revenues by a projected \$33,000. We also increased the disposal of used tires slightly. With capital needs averaging \$115,000 over the next 10 years and a slight increase in commercial brush we need to look at other options in order to meet the future capital needs.

Over the past several years we have been overloaded with brush and have seen decreased revenues from the resale of double ground mulch. This has caused a hardship on our facility and brush grinding operations. We have excess brush that continually fills up the Collection Station area and with single ground; we have to give a lot of the single ground away just to prevent a fire hazard from occurring. This has been a constant battle. We would like to discuss with Council a couple options that would allow the Collection Station to meet its future capital needs by charging customers of both the City and County a nominal fee for those who utilize the service we provide.

Keep in mind that with the commercial brush increases in April it is expected that an additional \$33,000 would be generated. This leaves a difference of \$134,000 for our average capital needs for the next 10 years along with moving forward to erase the operating deficit pertaining to the Collection Station.

Below are our recommendations:

Option #1- Charge \$22.50/ton to COB residents, WC residents, Washington County Depts., COB Depts. along with increasing NCPT waste rate additional \$10/ton. This will generate \$100,206 in Additional revenue for the Collection Station. There will be a \$2.00 minimum on small loads of yard debris that is less than 200 lbs.

Entity	City Residents	County Residents	Commercial Customers	Wash. Co. Work Crew	Wash Co. Road & Bridge	Other (City Depts., etc.)
Tons	1190	543	4294	438	252	693
Rate Charged	\$22.50/ton	\$22.50/ton	\$22.50/ton	\$22.50/ton	\$22.50/ton	\$22.50/ton
Addnl. Revenue	\$26,775	\$12,218	\$0	\$6,840	\$5,670	\$15,593

* NCPT waste is 3311 tons per yr. with \$10 increase equates to \$33,110 in additional revenue.
Currently \$80/ton

We feel this will be a good first step in moving the Collection Station where it can cover costs and fund planned capital that benefits our customers and community. We have adjusted some personnel allocations which represent the amount of time that those employees work in department 043 (Collection Station) and this is the first year that the Collection Station will not directly fund disposal fees by Faith Mission and Freedom Hill. With those changes along with new rates we feel that we will be very close to our desired revenues.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Will allow the Collection Station to move in the right direction to cover costs of brush grinding operations and fund future capital items related to Collection Station for next 10 yrs.

B. CONS: Will now be a rate associated with residential brush and brush brought in by the City and County. Will also increase NCPT (non-compactable waste) by \$10/ton.

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Redline of tariff showing recommended changes; and (2) Ordinance

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve an Ordinance on its first reading amending the Rate Tariff Schedule(s) for the City of Brenham Citizen's Collection Station.

APPROVALS: Terry K. Roberts

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	-May 7,2015	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective -January 1, 2013)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

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

Citizens Collection Station (Non-compacted Waste)

~~\$90.00~~/ton or .045 cents per pound

Deleted: 80.00

\$5.50 minimum (<160 lbs.)

\$1.00 per trash bag

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

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

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

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

ALL SERVICES	800	811
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	January 1,2013	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/01/09)

Commercial Brush

\$22.50/ton or - .01125 cents per pound

\$17.50 minimum (1 ton minimum)

Residential Brush

\$22.50/ton or .01125 cents per pound

\$2.00 minimum (<200 pounds)

Transfer Station (Compacted Waste)

In-city \$ 42.50/ton or 2.125 cents per pound

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

ALL SERVICES	800	812
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	NOVEMBER 8, 2006	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 03/01/2006)

POLICIES FOR SANITATION COLLECTION

1. A new customer or a change in service requires Form 7, Application of Service, be filled out at the Public Utilities Office. The form must be signed by the applicant. Copies will be disbursed to the following departments: Public Utilities, Billing Department, Sanitation Department.
2. Effective date for new or changed service will be established by the Sanitation Department Head. Billing Department will adjust customer bills accordingly.
3. Any customer requesting a Senior Citizen Rate must complete the necessary form and provide proof of age.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service and shall comply with all City health ordinances regarding the disposal of solid waste. Charges for garbage service may be waived by the Utility Director or City Manager for customers with residential utility service that do not reside on a current residential truck route.
5. The City's garbage service to residential customers shall be exclusive and no other person, firm or corporation shall provide residential garbage service within the City limits of Brenham. Residential garbage service shall include garbage pick up at any residence at least monthly.
6. Outside the city limits services are available to residential customers presently residing on a current residential truck route that is adjacent to the city limits.
7. Garbage must be at the curb by 8:00 A.M. on collection day.
8. All garbage must be placed within five feet of curb or edge of pavement.
9. Bags shall at all times be kept secure and fastened to prevent scattering of the contents by the wind and so that flies and other insects may not have access to the contents.
10. Residential collection trucks will not pick up tires, grass clippings, leaves, tree trimming, batteries, carpet, construction materials, furniture and heavy metal objects.
11. Disposal of hazardous waste, explosives, ammunition, used oil and filters, flammable liquids, radioactive waste and/or lead-acid batteries in the City's Sanitation Collection Station is strictly prohibited. Vehicle tires shall not be placed for collection by the City, but will be accepted for disposal at the City's Collection Station
12. A special yard waste collection is provided every Wednesday for those residents who are unable to take their yard waste to the Citizens Collection Station.

ORDINANCE NO. O- _____

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

WHEREAS, the City Council of the City of Brenham, Texas deems it necessary to change the rates charged for all non-compacted waste and residential brush that is disposed of at the City of Brenham's Collection Station.

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Garbage Collection/Citizen's Collection Station Rate Schedule for non-compacted waste and residential brush that is disposed of at the City of Brenham's Collection Station as set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after December 3, 2015.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as set forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after December 3, 2015.

PASSED AND APPROVED on its first reading this the ____day of _____, 2015.

PASSED AND APPROVED on its second reading this the ____day of _____, 2015.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

ALL SERVICES	800	810
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	-May 7,2015	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective -January 1, 2013)

SANITATION RATE SCHEDULE

Residential Collection

Single Family - Homes, Apartments, Mobile Homes

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

Citizens Collection Station (Non-compacted Waste)

\$90.00/ton or .045 cents per pound

\$5.50 minimum (<160 lbs.)

\$1.00 per trash bag

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

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

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

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

ALL SERVICES

800

811

TARIFF

SECTION NO.

SHEET NO.

GARBAGE COLLECTION/CITIZEN'S
COLLECTION STATION RATE SCHEDULE

January 1,2013

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change effective 10/01/09)

Commercial Brush

\$22.50/ton or - .01125 cents per pound

\$17.50 minimum (1 ton minimum)

Residential Brush

\$22.50/ton or .01125 cents per pound

\$2.00 minimum (<200 pounds)

Transfer Station (Compacted Waste)

In-city \$ 42.50/ton or 2.125 cents per pound

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

ALL SERVICES	800	812
TARIFF	SECTION NO.	SHEET NO.
GARBAGE COLLECTION/CITIZEN'S COLLECTION STATION RATE SCHEDULE	NOVEMBER 8, 2006	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 03/01/2006)

POLICIES FOR SANITATION COLLECTION

1. A new customer or a change in service requires Form 7, Application of Service, be filled out at the Public Utilities Office. The form must be signed by the applicant. Copies will be disbursed to the following departments: Public Utilities, Billing Department, Sanitation Department.
2. Effective date for new or changed service will be established by the Sanitation Department Head. Billing Department will adjust customer bills accordingly.
3. Any customer requesting a Senior Citizen Rate must complete the necessary form and provide proof of age.
4. Any customer who has residential utility service with the City shall be subject to charges for garbage service and shall comply with all City health ordinances regarding the disposal of solid waste. Charges for garbage service may be waived by the Utility Director or City Manager for customers with residential utility service that do not reside on a current residential truck route.
5. The City's garbage service to residential customers shall be exclusive and no other person, firm or corporation shall provide residential garbage service within the City limits of Brenham. Residential garbage service shall include garbage pick up at any residence at least monthly.
6. Outside the city limits services are available to residential customers presently residing on a current residential truck route that is adjacent to the city limits.
7. Garbage must be at the curb by 8:00 A.M. on collection day.
8. All garbage must be placed within five feet of curb or edge of pavement.
9. Bags shall at all times be kept secure and fastened to prevent scattering of the contents by the wind and so that flies and other insects may not have access to the contents.
10. Residential collection trucks will not pick up tires, grass clippings, leaves, tree trimming, batteries, carpet, construction materials, furniture and heavy metal objects.
11. Disposal of hazardous waste, explosives, ammunition, used oil and filters, flammable liquids, radioactive waste and/or lead-acid batteries in the City's Sanitation Collection Station is strictly prohibited. Vehicle tires shall not be placed for collection by the City, but will be accepted for disposal at the City's Collection Station
12. A special yard waste collection is provided every Wednesday for those residents who are unable to take their yard waste to the Citizens Collection Station.



AGENDA ITEM 17

DATE OF MEETING: November 19, 2015		DATE SUBMITTED: November 13, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Rex Phelps	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	
☐ EXECUTIVE SESSION	☒ REGULAR	☒ RESOLUTION	
	☐ WORK SESSION		
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County for Sanitation Services at the Citizen's Collection Station			
SUMMARY STATEMENT: This agenda item is to establish an interlocal agreement (ILA) between the City of Brenham and Washington County. The ILA will set forth the terms of the agreement. The highlights of the agreement will determine the City's responsibility to provide for maintaining and staffing a collection station. Furthermore, the City will establish collection station rates that cover all the costs associated with the operation and maintenance of the Station, including but not limited to any capital equipment needs, and provide for adequate reserve funds for the facility. The county will in turn agree to pay the City for the disposal of any non-compactible waste or brush delivered to the Station by County departments or work crews in accordance with the provisions of the agreement. The City will also host an annual three-day "Spring Clean-Up" event open to all City and County residents at no cost. The County will be responsible for providing jail inmates or other community service workers to assist the City at the Station for the annual "Spring Clean-Up" events.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):			
A. PROS: Establish appropriate rate to cover operational and capital costs			
B. CONS: None Identified			
ALTERNATIVES (In Suggested Order of Staff Preference):			
ATTACHMENTS: (1) ILA between the County and City			
FUNDING SOURCE (Where Applicable):			
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County for sanitation services at the Citizen's Collection Station			
APPROVALS: Terry K. Roberts			

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BRENHAM AND WASHINGTON COUNTY
FOR SANITATION SERVICES AT THE
CITIZENS' COLLECTION STATION**

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between the City of Brenham, a Home-Rule Municipality located in Washington County, Texas, hereinafter referred to as “City” and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as “County”; and

WHEREAS, the City and County each hereby find that it would be mutually advantageous for the County to use the City’s Citizens’ Collection Station, hereinafter referred to as “Station”, in the manner established in this Agreement; and

WHEREAS, the Interlocal Agreement between the City and County dated September 2, 1999 is hereby repealed in its entirety and replaced with this Agreement in order to promote clarity and ease of understanding; and

WHEREAS, the Station is a business unit within the City’s Sanitation Department with certain operational and capital costs that are funded by the citizens’ use of the Station; and

WHEREAS, the disposal of non-compactible waste and brush are two of the services provided at the Station; and

WHEREAS, the rates for Station services, including but not limited to the disposal of non-compactible waste and brush, shall be adopted by Ordinance of the Brenham City Council; and

WHEREAS, City and County are authorized to enter into this Agreement in all respects as provided in Chapter 791 of the Texas Local Government Code; and;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1.0 Services

The City agrees to the following:

- a. To operate, staff, and maintain the Station; and
- b. To establish collection station rates that cover all the costs associated with the operation and maintenance of the Station, including but not limited to any capital equipment needs, and provide for adequate reserve funds for the facility; and

- c. Notify the County in writing of any rate changes on or before May 1, to allow the County sufficient time to plan for the rate changes in the County's budget process; and
- d. To host an annual three-day "Spring Clean-Up" event, during alternating weeks, open to all City and County residents at no cost.

The County agrees to the following:

- a. To pay the City for the disposal of any non-compactible waste or brush delivered to the Station by County departments or work crews in accordance with the provisions of this Agreement; and
- b. To provide jail inmates or other community service workers, as requested by the City, to assist the City at the Station for both the City and County annual three-day "Spring Clean-Up" events.

2.0 Purpose

The purpose of this Agreement is to make non-compactible waste and brush collection services available to all City and County residents.

3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. If either Party commits a breach in the performance of any obligation or covenant herein, the non-breaching party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-breaching Party's discretion if such breach continues for a period of sixty (60) days after written notification of such breach and of the intention of the non-breaching Party to declare this Agreement terminated, provided, however, if the breach is not capable of being fully cured within sixty (60) days, the breaching Party shall be allowed the needed additional time to cure the breach if (i) the breaching Party begins the cure within the sixty (60) day period, (ii) diligently pursues the cure thereafter until it is fully cured, and (iii) has been given advance written approval to proceed by the non-breaching Party. Such notice shall be sent by the non-breaching Party to the Party in breach. If the breaching Party has not substantially cured the breach within the time period referenced above, this Agreement may be terminated by the non-breaching Party, and the non-breaching Party may pursue any other remedies available in law or equity.

4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the Party not in breach of this Agreement.

5.0 Term, Renewal

This Agreement shall be effective beginning January 1, 2016, and shall remain in effect until December 31, 2016 (“Initial Term”). This Agreement shall automatically renew annually for a one (1) year period (“Renewal Term”) on January 1st of each subsequent year. Either Party may terminate this Agreement, with or without cause, by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the date of termination. Notice shall be provided pursuant to the terms set forth in Section 8.0. Ownership of all property acquired and improvements made under this Agreement shall be retained by the City of Brenham.

6.0 Payment

An itemized invoice of charges incurred by the County under this Agreement, based on Station rates set by the City Council in its sole discretion, shall be provided to the County each month, and payment thereof shall be due and payable within thirty (30) days of the County’s receipt of said invoice.

7.0 Texas Law; Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or other legal proceeding concerning or arising out of this Agreement shall be in Washington County, Texas.

8.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager
City of Brenham
P. O. Box 1059
Brenham, Texas 77834-1059

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge
Washington County
100 East Main Street, Suite 104
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either Party may change its address for notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

9.0 Funding

The County shall pay for services rendered by the City, pursuant to this Agreement, from current revenue funds or any other lawfully available source.

10.0 Legal Construction; Headings

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs or the terms and conditions of this Agreement.

11.0 Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of the County, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the Commissioners Court of Washington County, Texas.

12.0 Parties Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.

13.0 Gender

Words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

14.0 Attorney's Fees

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing Party shall be entitled to reasonable attorney's fees and costs of the action.

IN WITNESS WHEREOF, City and County have hereby entered into this Agreement on this the _____ day of _____, 2015.

CITY OF BRENHAM

WASHINGTON COUNTY

Milton Y. Tate, Jr.
Mayor

John Brieden
County Judge

ATTEST:

Jeana Bellinger, TRMC
City Secretary

Beth Rothermel
County Clerk



AGENDA ITEM 18

DATE OF MEETING: November 19, 2013		DATE SUBMITTED: November 9, 2015	
DEPT. OF ORIGIN: Administration		SUBMITTED BY: Terry Roberts	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION		CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	
ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☒ RESOLUTION			
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Resolution No. R-15-034 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District			
SUMMARY STATEMENT: At the October 15, 2015 council meeting, Resolution No. R-15-028 was approved for the nomination of Washington County Appraisal District Board members to serve a two-year term beginning January 1, 2016. Our taxing entity received 513 votes; these votes can be cast to on candidate or distributed among any of the candidates. The candidates on the official ballot include John Schaer, Delton Koerth, Charles Gaskamp, Johanna Fatheree and Leslie Boehnemann, Jr.			
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: The City of Brenham, as a taxing entity, has the opportunity to vote for the WCAD Board of Directors B. CONS: Decline the opportunity to vote for the WCAD Board of Directors			
ALTERNATIVES (In Suggested Order of Staff Preference): N/A			
ATTACHMENTS: (1) Resolution No. R-15-034 ; (2) Cover Letter from Chief Appraiser Willy Dilworth; and (3) Official Ballot WCAD Board of Directors Election			
FUNDING SOURCE (Where Applicable): N/A			
RECOMMENDED ACTION: Approve Resolution No. R-15-034 regarding the election of members to the Board of Directors of the Washington County Appraisal District			
APPROVALS: Terry K. Roberts			

RESOLUTION NO. R-15-034

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS FOR THE ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS OF THE WASHINGTON COUNTY APPRAISAL DISTRICT

WHEREAS, the Washington County Tax Appraisal District is governed by a board of five directors, serving two-year terms beginning on January 1 of even numbered years; and

WHEREAS, the governing boards of the participating taxing entities elect the directors under a system of cumulative voting; and

WHEREAS, the City of Brenham, Texas may cast its total number of votes for one candidate or distribute it among candidates for any number of directorships; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the City of Brenham, Texas does hereby cast its votes as shown for the following people for membership on the Board of Directors of the Washington County Appraisal District:

<u>CANDIDATES</u>	<u>VOTES CAST</u>
Charles Gaskamp	102
Delton Koerth	102
Leslie Boehnemann, Jr.	102
John Schaer	102
Johanna Fatheree	105

BE IT FURTHER RESOLVED that this Resolution be adopted and entered upon the pages of the minutes of the City Council of Brenham, Texas, and that a copy of this Resolution be presented to the Chief Appraiser of the Washington County Appraisal District office at 1302 Niebuhr Street, Brenham, Texas.

APPROVED this the _____ day of _____, 2015.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

WASHINGTON COUNTY APPRAISAL DISTRICT

P. O. BOX 681 1301 NIEBUHR BRENHAM, TEXAS 77834-0681

(979) 277-3740

October 27, 2015

City of Brenham
Mr. Terry Roberts
PO Box 1059
Brenham, TX 77834-1059

Re: Ballot for 2016 Appraisal District Board Member Election

Dear Mr. Roberts,
Enclosed is the official ballot of the candidates for the Washington County Tax Appraisal District Board of Directors. **Each voting district must vote in open meeting, report its vote by written resolution, and submit it to the Chief Appraiser before December 15, 2015.**

You may cast your votes to one candidate or you may distribute the votes to any number of candidates. Your votes must be cast to a person nominated and named on the ballot.
Your taxing entity will receive 513 votes

The calculation of these votes is included with this letter. If you have questions concerning this process, please contact me.

Thank you for participating in this election.

Sincerely,



Willy Dilworth
Chief Appraiser

2016

OFFICIAL BALLOT

Washington County Appraisal District

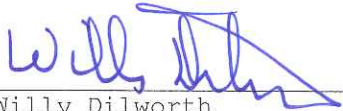
Board of Directors Election

CANDIDATES

VOTES ALLOCATED

Charles Gaskamp	_____ Votes
Delton Koerth	_____ Votes
Leslie Boehnemann, Jr.	_____ Votes
John Schaer	_____ Votes
Johanna Fatheree	_____ Votes

Issued under my hand, this the 27th day of October, 2015.



Willy Dilworth
Chief Appraiser
Washington County Appraisal District