



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, NOVEMBER 4, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHMAN, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Shannan Canales**
- 3. Citizens Comments**
- 4. Service Recognitions**
 - ♦ **Alex Dill: Tourism and Marketing, 5 years**
 - ♦ **Jeana Bellinger: Administration, 15 years**
 - ♦ **Stacy Hardy: Finance, 15 years**
- 5. Special Recognitions**
 - ♦ **First Baptist Church School - Ms. Shroeder's Second Grade Class**

CONSENT AGENDA

- 6. 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.

 - 6-a. Approve the Minutes from the October 14, 2021 Regular City Council Meeting**

- 6-b. Approve Ordinance No. O-21-030 on Its Second Reading Amending the City of Brenham Code of Ordinances, Appendix A: Zoning, Part I, Section 5.02 – Definitions, to Add a Definition for Food Truck Park, Food Truck Site, and Mobile Kitchen, and Amending Appendix A, Part II, Division 1, Section 18 – Food Truck Park to Establish Standards Related to the Development of Such Uses and Amending Appendix A, Part 2, Division 2 – Zoning District Regulations, to Allow the Use of A Food Truck Park by Specific Use Permit in the B-1, B-2, B-3 and B-4 Zoning Districts**
- 6-c. Approve Ordinance No. O-21-031 on Its Second Reading Amending the City of Brenham Code of Ordinances, Chapter 9 – Food and Food Establishments, Providing For Standards For The Operation of Fixed, Mobile, and Temporary Food Establishments; and Amending Chapter 16 – Occupational Licenses and Business Regulations to Amend Standards Pertaining to the Application and Issuance of Licenses for Solicitors, Peddlers and Itinerant Vendors**
- 6-d. Approve a Noise Variance for a Pop-Up Play Day to be Held on Saturday, November 13, 2021 from 10:00 a.m. to 12:00 p.m. at Jerry Wilson Park and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-e. Approve the City of Brenham 2022 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-f. Approve the Purchase of a 2023 MV607 SBA International Dump Truck for the City of Brenham Water Construction Department from Hermann International Through Sourcewell Contract No. 060920-NVS In the Amount of \$90,840.00 and Authorize the Mayor to Execute Any Necessary Documentation**

PUBLIC HEARING

- 7. Public Hearing, Discussion and Presentation Related to Right-Of-Way Encroachment Agreements Associated with Mobile Kitchens in Downtown Brenham**

WORK SESSION

- 8. Presentation by the Office of the Attorney General of the State of Texas and Discussion Concerning the Global Opioid Litigation Settlement and Associated Issues**

REGULAR SESSION

9. Discuss and Possibly Act Upon Resolution No. R-21-029 Adopting New Fees for the City of Brenham's Development Services Department Applicable to Vendors, Solicitors and Food Establishments
10. Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for the Five-Year Electric System Study and Authorize the Mayor to Execute Any Necessary Documentation
11. Discuss and Possibly Act Upon Resolution No. R-21-030 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2021 Lighted Christmas Parade to be held on Saturday, December 4, 2021
12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing and Allowing, Under the Act Governing the Texas Municipal Retirement System, 'Updated Service Credits' in Said System on an Annual Basis for Service Performed by Qualifying Members of Such System Who at the Effective Date of the Allowance Are Members of the City of Brenham; and Providing for Increased Prior and Current Service Annuities for Retirees and Beneficiaries of Deceased Retirees of the City
13. Administrative/Elected Officials Report
 - Tourism & Marketing Update
 - Blue Bell Aquatic Center Update

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

EXECUTIVE SESSION

14. Section 551-071 - Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding the Global Opioid Litigation Settlement and Associated Issues
15. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

RE-OPEN REGULAR SESSION

16. Discuss and Possibly Act Upon Resolution No. R-21-031 Approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms Concerning the Global Opioid Litigation Settlement and Associated Issues

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 04, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, November 1, 2021 at 11:50 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on October 14, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

Mayor Milton Y. Tate, Jr.

City of Brenham Staff present:

Interim City Manager – Chief Financial Officer Carolyn Miller, Assistant City Manager – Public Services/Utilities Donald Reese, City Attorney Cary Bovey, City Secretary Jeana Bellinger, Deputy City Secretary Karen Stack, Executive Assistant Monique Breaux, Interim Fire Chief – Fire Marshal Roger Williams, Captain Dant Lange, Director of Public Works Dane Rau, Stephen Draehn, Director of Public Utilities Alton Sommerfield, Kyle Branham, Shauna Laauwe, Allen Jacobs, Controller Stacy Hardy, Human Resources Director Susan Nienstedt, Strategic Budget Officer Debbie Gaffey, Kim Hodde, Joe Moore and Ande Bostain

Citizens/Others Present:

Jonathan Baughman and Austin Brister – McGinnis Lochridge (Houston Office)

Media Present:

Alyssa Faykus, Brenham Banner Press; and Josh Blaschke, KWHI

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

No citizens comments were heard.

Mayor Pro Tem Kolby acknowledged Joe Moore for his 25 years of service with the City. He thanked Moore for his dedication. Kolby also acknowledged Carolyn Miller as the new Interim City Manager and Roger Williams as the new Interim Fire Chief.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Approve the Minutes from the September 2, 2021 and September 16, 2021 Regular City Council Meetings and the September 23, 2021 Special City Council Meeting**
- 4-b. Approval of Acknowledgement and Consent to BK Stringer, LTD's Collateral Assignment of Rights to Reimbursement to Independent Bank and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-c. Approve Resolution No. R-21-026 Authorizing the Acceptance of a Grant in the Amount of \$73,395.00 from the Office of the Governor, Public Safety Office, Homeland Security Grants Division for the 2021 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects for the Purchase of Two (2) Automatic License Plate Recognition Trailers**
- 4-d. Approve a Noise Variance for Cool Nights, Hot Tunes in Conjunction with the Texas Arts and Music Festival to be Held from 10:00 a.m. on October 16th to 2:00 p.m. on October 17th in Downtown Brenham and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-e. Approve a Noise Variance for a Block Party to be Held by Brannon Industrial Group from 5:00 p.m. to 8:00 p.m. on October 17th at 511 W. Chauncy Street and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-f. Ratification of Additional Scope of Work to the Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC Through the Lower Colorado River Authority (LCRA) and Final Payment in the Amount of \$12,453.57 Related to the Annual Pole Changeout Program and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-g. Approve the Assignment of Lease to Global Air Transport Limited Liability Company and a New Ground-Space Lease Agreement with Global Air Transport Limited Liability Company (Brian Schelde) for Hangar Space at the Brenham Municipal Airport addressed as 3187 Aviation Way and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-h. Approve Two (2) Ground-Space Lease Agreements with Todd Poehlmann for Hangar Space at the Brenham Municipal Airport (3175 Aviation Way, Hangars B-1 and B-4) and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**
- 4-i. Approve Change Order No. 1 and Final Payment to Mercer Construction Company in the Amount of \$52,201.90 for Project No. 2020-03 Related to the Hickory Lane Drainage Improvement Project and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation**

- 4-j. Approve the Purchase of a 2022 John Deere 310HL Backhoe for the City of Brenham Street Department Through Sourcewell Contract No. 032119-JDC In the Amount of \$117,823.98 and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation
- 4-k. Approve the Purchase of a 2022 John Deere 310SL Backhoe for the City of Brenham Wastewater Department Through Sourcewell Contract No. 032119-JDC, in the Amount of \$120,236.98, and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation
- 4-l. Approve the Purchase of Vehicles Through The Interlocal Purchasing System (TIPS) Contract No. 200206 As Follows:
1. Three (3) 2022 Chevrolet Tahoes for the City of Brenham Police Department from Lake Country Chevrolet in the Amount of \$111,209.25; and
 2. Two (2) 2022 Ford F150 Responder Trucks for the City of Brenham Police Department from Silsbee Ford in the Amount of \$83,720.30; and
 3. One (1) Ford F-250 Truck for the City of Brenham Animal Services Department from Silsbee Ford in the Amount of \$60,844.00 And Authorize the Mayor Pro Tem to Execute Any Necessary Documentation
- 4-m. Approve Resolution No. R-21-027 Reauthorizing an Investment Policy for the City of Brenham
- 4-n. Approve Resolution No. R-21-028 Nominating Candidates for Election to the Washington County Appraisal District Board of Directors

A motion was made by Councilmember Wright and seconded by Councilmember Kenjura to approve the Statutory Consent Agenda Items 4.a. thru 4.n. as presented.

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

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

Council adjourned into Executive Session at 1:05 p.m.

EXECUTIVE SESSION

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

Executive Session adjourned at 1:45 p.m.

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

5. Public Hearing, Discussion and Possibly Act Upon an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow for an Enlargement of Floor Area Occupied by a Legally Existing Nonconforming Use (Automobile Repair Shop) in a B-1, Local Business/Residential Mixed Use Zoning District, on Property Addressed as 1006 N. Park Street and Further Described as Lot S, PT 19 and N PR 21 of the William Schomburg Subdivision in Brenham, Washington County, Texas (Case No. P-21-022)

Project Planner Shauna Laauwe presented this item to Council. Laauwe explained KT Auto Plus (property owner/applicant) located at 1006 N Park Street, is requesting approval of a Specific Use Permit (SUP) to expand their existing building footprint from 2,423 square feet by an additional 3,680 square feet. KT Auto Plus, established in 2006, is classified as an automobile repair shop and service garage use that is not listed as either a permitted use or as a specific use in the B-1 District, thus the existing use is considered a nonconforming use. The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to mitigate or eliminate such adverse impacts.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve a Specific Use Permit to allow an enlargement of floor area occupied by a legally existing nonconforming use (automobile repair shop) in a B-1 Local Business/Residential Mixed-Use Zoning District for the subject 0.263-acre tract of land located at 1006 N. Park Street.

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

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

6. Public Hearing, Discussion and Possible Action Upon an Ordinance on Its First Reading Amending Chapter 6, Buildings and Structures, Article II, Building Code, of the Code of Ordinances of the City of Brenham, Texas to Provide for the Adoption of the 2018 Editions of the International Building Code, International Fuel Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Residential Code, International Existing Building Code, International Swimming Pool and Spa Code, International Fire Code and the 2017 Edition of the National Electric Code, with Local Amendments, and to Add Article XII Providing for the Regulation of Substandard Buildings and Structures; and Amending Chapter 8, Fire Protection and Prevention, of the Code of Ordinances of the City of Brenham, Texas by Adopting Various Revisions and Repealing Article IV - Substandard Buildings and Structures

Building Official Allen Jacobs presented this item to Council. Jacobs explained the routine updating of the ordinance of the Building Codes and Complimentary Codes also helps with lower premiums for building insurance rates for our community since the Building Code updates demonstrate a building safety plan through the nationally recognized Insurance Services Offices (ISO). The City of Brenham Development Services Department has actively notified builders and licensed trades of the future updates. We have notified the contractors and trades through the City of Brenham Website and with notification handouts from our front desk. The proposed ordinance adopts Chapter 6, 'Buildings and Structures' and Chapter 8, 'Fire Protection and Prevention,' of the City of Brenham Code of Ordinances.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve an Ordinance on its first reading amending Chapter 6, Buildings and Structures, Article II, Building Code, of the Code of Ordinances of the City of Brenham, Texas to provide for the adoption of the 2018 Editions of the International Building Code, International Fuel Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Residential Code, International Existing Building Code, International Swimming Pool and Spa Code, International Fire Code and the 2017 Edition of the National Electric Code, with local amendments, and to add Article XII providing for the regulation of Substandard Buildings and Structures; and amending Chapter 8, Fire Protection and Prevention, of the Code of Ordinances of the City of Brenham, Texas by adopting various revisions and repealing Article IV - Substandard Buildings and Structures.

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

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

REGULAR SESSION

7. Discuss and Possibly Act Upon the Award of RFP 21-008 Related to Uniform Rental and Laundering Services for Various City of Brenham Departments and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Purchasing and Fleet Supervisor Kyle Branham presented this item to Council. Branham explained the City opened proposals for Uniform Rental and laundering services. Two proposals were received, one from Gorman Uniform Supply (current vendor) and one from Unifirst. During price comparisons some departments will experience a slight increase while other departments will experience cost savings with total savings being the greater. Unifirst is located in Bryan, and is in town twice a week delivering to other locations.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to award RFP 21-008 for Uniform Rental and Laundering Services to Unifirst and authorize the Mayor Pro Tem to execute and any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	ABSENT
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Hodde & Hodde Land Surveying, Inc. for Services Related to the Renewal of an Easement at Lake Somerville for the Lake Intake Structure and Authorize the Mayor Pro Tem to Execute Any Necessary Documentation

Assistant City Manager – Public Services/Utilities Donald Reese presented this item to Council. Reese explained on July 19, 2021, the City was notified by the U.S. Army Core of Engineers (USACE) that the City’s 50-year easement for the lake intake structure located at Lake Somerville was set to expire on April 11, 2022. The easement agreement was originally signed on April 12, 1972, and included a water pumping station, 18” transmission line, water intake structure, electrical lines and other appurtenances. The USACE does require an updated survey to include all items mentioned above except for the destratification line which was taken out of service in the mid-90s. The proposal from Hodde is \$29,500 + or – 15%.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve a Professional Services Agreement, not to exceed \$35,000.00, between the City of Brenham and Hodde & Hodde Land Surveying, Inc. for surveying services related to the renewal of an easement at Lake Somerville for the Lake Intake Structure and authorize the Mayor Pro Tem to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Absent
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Administrative/Elected Officials Report

- City Secretary Jeana Bellinger reported on the following:
 - Update on Codification of Ordinances by Franklin Legal Publishing
- Public Works Director Dane Rau reported on the following:
 - Update on Texas General Land Office Grant

Clint Kolby
Mayor Pro Tem

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-030

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES BY PROVIDING FOR THE AMENDMENT OF PART I, SECTION 5.02, DEFINITIONS TO ADD A DEFINITION FOR "FOOD TRUCK PARK", "FOOD TRUCK SITE" AND "MOBILE KITCHEN"; PROVIDING FOR THE ADDITION OF PART 2, DIVISION 1, SECTION 18 – FOOD TRUCK PARKS TO ESTABLISH REGULATIONS AND STANDARDS RELATED TO THE DEVELOPMENT OF SUCH USES; AND PROVIDING FOR THE AMENDMENT OF PART 2 DIVISION 2 - ZONING DISTRICT REGULATIONS, TO ALLOW A FOOD TRUCK PARK BY SPECIFIC USE PERMIT IN THE B-1 (LOCAL BUSINESS/RESIDENTIAL MIXED USE), B-2 (COMMERCIAL, RESEARCH AND TECHNOLOGY), B-3 (HISTORICAL CENTRAL BUSINESS), AND B-4 (NEIGHBORHOOD BUSINESS) ZONING DISTRICTS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham has requested that Appendix A - "Zoning" of the Code of Ordinances be amended; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Appendix A - "Zoning" of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, these amendments were recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting September 27, 2021; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A- "Zoning" of the Code of Ordinances;

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

SECTION 1.

That Appendix A- "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part I, Section 5.02, Definitions, is hereby amended by adding the following definitions to read as follows:

Food Truck Park: A parcel of land where two or more mobile kitchens congregate to offer food or beverages for sale to the public as the principal use of the land.

Food Truck Site: Shall mean a developed property where a mobile kitchen operates as an accessory use to the primary active business located on the same site. Food Truck Sites shall not be permitted as an accessory use on property developed with a residential use.

Mobile Kitchen: A motorized vehicle or tow-behind trailer equipped with kitchen facilities such as plumbing, hot water supply, mechanical refrigeration, cooking equipment, and dry goods storage used for the preparation and sale or service of food and beverages. Customer service is provided at a counter or window in the vehicle. Mobile kitchens may include, but are not limited to, mobile food trucks and mobile food trailers. Mobile kitchens shall not include individual non-motorized vending carts or mobile ice cream/frozen dessert vehicles.

SECTION 2.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, is hereby amended to add Section 18, Food Truck Parks, to read as follows:

Section 18: Food Truck Parks.

(Section 18.01) Authorization. Food Truck Parks shall be permitted as a Specific Use within the appropriate Business Districts as outlined in Division 2 of this Ordinance and in accordance with the following:

- (1) All Mobile Kitchens located in a Food Truck Park shall be in accordance with Chapter 9 – Food and Food Establishments of the Brenham Code of Ordinances.
- (2) All Mobile Kitchens located in a Food Truck Park shall meet the requirements outlined for solicitors, peddlers, and itinerant vendors and shall be in accordance with Chapter 16 – Occupational Licenses and Business Regulations.

(Section 18.02) Food Truck Park Site Development Standards. A site plan shall be approved in accordance with Appendix A – Zoning, Part II, Division 1, Section 6 – Specific Uses, and the requirements outlined herein.

- 1) A designated seating area shall be provided for patrons.
- 2) Accessible restroom facilities shall be provided within a permanent structure. Temporary or portable toilet facilities are not permitted.

- 3) A minimum of two (2) parking spaces shall be provided for each Food Truck Site provided within the Food Truck Park.
- 4) Mobile Kitchens shall not park in required parking stalls, rather they shall be located on a designated paved surface.
- 5) There shall be at least fifteen (15) feet of unobstructed clearance between all individual Mobile Kitchens parked side-by-side and all permanent or accessory structures and five (5) feet of unobstructed clearance between all individual Mobile Kitchens parked end-to-end.
- 6) A dumpster with a minimum capacity of two (2) cubic yards, a concrete pad at least six (6) inches thick and solid screening fence shall be provided.
- 7) Communal grease disposal station shall be provided on-site within a completely screened enclosure.
- 8) Landscaping and bufferyard requirements shall be met in accordance with Appendix A – Zoning, Part II, Division 1, Section 12 – Landscaping and Buffering.
- 9) No Mobile Kitchen nor any associated seating areas or restroom facilities shall be located in the required landscape buffer yard.
- 10) Mobile Kitchens conducting business at a Food Truck Park shall have current vehicular registration and shall be in a suitable operating condition for transit.
- 11) All activity must occur on private property, outside of the public right-of-way.
- 12) Vehicular drive-thru service of food and/or beverages shall be prohibited.
- 13) Electrical service shall be provided to the Mobile Kitchen by a permitted electrical connection. The use of on-board generators shall be prohibited.
- 14) The municipality may without warning, notice, or hearing, revoke any permit to operate a Mobile Kitchen if the holder of the permit, person in charge, or the operation of the food establishment does not comply with the requirements of the Brenham Code of Ordinances or if the operation of the food establishment otherwise constitutes an immediate hazard to public health.

SECTION 3.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 3 - B-1, Local Business/Residential Mixed Use District, (Sec. 3.03) Specific uses, is hereby amended to read as follows:

(Sec. 3.03) Specific uses:

- 1) Automobile service stations, including quick-lubes and windshield repair shops.
- 2) Automobile (car) wash.
- 3) Automobile detail shop.

- 4) Any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area that is occupied at the time of the effective date of this ordinance.
- 5) Educational institutions (private):
 - a. Licensed kindergartens/nursery schools.
 - b. Accredited elementary and secondary schools.
 - c. Colleges and universities.
 - d. Business and trade schools.
- 6) Food Truck Park.
- 7) Hospitals, acute or chronic care or nursing and convalescent homes or medical clinics and assisted living facilities.
- 8) Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District.
- 9) Private clubs on a site of three (3) acres or more.
- 10) Radio broadcasting towers and stations.
- 11) Retirement villages with site areas of two (2) acres or more.
- 12) Shopping centers, retail stores, general sales and services on a site of three (3) acres or more.

SECTION 4.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 4 - B-2, Commercial, Research and Technology District, (Sec. 4.03) Specific uses, is hereby amended to read as follows:

(Sec. 4.03) Specific uses:

- 1) Food Truck Park.
- 2) Licensed kindergartens/nursery schools.

SECTION 5.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 5- B-3, Historical Central Business District, (Sec. 5.03) Specific uses, are hereby amended to read as follows:

(Section 5.03) Specific Uses:

- 1) Automobile service stations.
- 2) Educational institutions, private.
 - a. Licensed kindergartens/nursery schools.
 - b. Accredited elementary and secondary schools.

- c. Colleges and universities.
 - d. Business and trade schools.
- 3) Food Truck Park.
 - 4) Hospitals, acute and/or chronic care or nursing homes and assisted living facilities.
 - 5) Shopping centers or commercial retail, office, mixed use developments occupying three (3) acres or more.
 - 6) Multifamily developments of one acre or more.

SECTION 6.

That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas Part II, Division 2, Section 6- B-4, Neighborhood Business District, (Sec. 6.03) Specific uses, is hereby amended to read as follows:

(Section 6.03) Specific uses:

- 1) Food Truck Park.
- 2) Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of construction work.

SECTION 7. **REPEALER CLAUSE**

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 8. **SAVINGS CLAUSE**

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 9. **SEVERABILITY**

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 10.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

PASSED and APPROVED on its first reading this the 21st day of October 2021.

PASSED and APPROVED on its second reading this the 4th day of November 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-031

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING CHAPTER 9, FOOD AND FOOD ESTABLISHMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS PROVIDING FOR STANDARDS FOR THE OPERATION OF FIXED, MOBILE, AND TEMPORARY FOOD ESTABLISHMENTS WITHIN THE CITY LIMITS; AND AMENDING CHAPTER 16 – OCCUPATIONAL LICENSES AND BUSINESS REGULATIONS TO AMEND STANDARDS PERTAINING TO THE APPLICATION AND ISSUANCE OF LICENSES FOR SOLICITORS, PEDDLERS AND ITINERANT VENDORS; PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETINGS.

WHEREAS, the City of Brenham (“City”) is a Texas home-rule municipality with the full power of local self-government; and

WHEREAS, the City Council of the City of Brenham is authorized to adopt standards and regulations pertaining to Food and Food Establishments within the City of Brenham that are for a public purpose and consistent with the Constitution and laws of the State of Texas; and

WHEREAS, the City of Brenham desires to support local economies through the support of small businesses and to encourage Food Establishments through simplified regulations; and

WHEREAS, the City of Brenham seeks to protect public health and safety by ensuring Food Establishments, Itinerant Vendors, and Solicitors follow clear, narrowly tailored regulations that address demonstrable health and safety risks; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the City Council finds the following regulations to be reasonable and beneficial to the general health, safety and welfare of the citizens of Brenham; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT CHAPTER 9 – “FOOD AND FOOD ESTABLISHMENTS” AND CHAPTER 16 – “OCCUPATIONAL LICENSES AND BUSINESS REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

Chapter 9 – Food and Food Establishments, of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

CHAPTER 9. FOOD AND FOOD ESTABLISHMENTS

Sec. 9-1. State rules adopted.

The City of Brenham adopts by reference and incorporates into this article Volume 25 Texas Administrative Code Chapter 228, also known as the “Texas Food Establishment Rules” as adopted by the Texas Department of State Health Services as the regulations now exist and as hereafter amended.

Sec. 9-2. Definitions

The following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

- (a) Authorized agent or employee shall be understood to refer to an employee or authorized representative of the City of Brenham.
- (b) Food establishment shall mean a food service establishment, a retail food store, a temporary food establishment, or a mobile food establishment.
- (c) Food truck park shall mean a parcel of land where two or more mobile kitchens congregate to offer food or beverages for sale to the public as the principal use of the land.
- (d) Food Truck Site shall mean a developed property where a mobile kitchen operates as an accessory use to the primary active business located on the same site. Food Truck Sites shall not be permitted as an accessory use on property developed with a residential use.
- (e) Non-motorized vending cart shall mean a non-motorized vehicle that is normally propelled by the operator, contains products for sale that are prepackaged and/or frozen, and operates independent of any fixed food establishment.
- (f) Mobile food establishment shall mean a vehicle-mounted food establishment designed to be readily moveable that is equipped with food preparation equipment and includes vehicles in which food is prepared on site. Mobile food establishments include mobile kitchens, mobile ice-cream/frozen dessert vehicle and non-motorized food vending carts. Mobile food establishments do not include restaurant delivery and catering vehicles.
- (g) Mobile food trailer shall mean a mobile kitchen that serves food or beverages from an enclosed, self-contained, non-motorized vehicle that is normally pulled behind a motorized vehicle.

- (h) Mobile food truck shall mean a mobile kitchen that serves food or beverages from an enclosed, self-contained, motorized vehicle.
- (i) Mobile ice cream/frozen dessert vehicle shall mean a motorized vehicle that normally contains a commercial freezer in which all products for sale are prepackaged and frozen.
- (j) Mobile kitchen shall mean a motorized vehicle or tow-behind trailer equipped with kitchen facilities such as plumbing, hot water supply, mechanical refrigeration, cooking equipment, and dry goods storage used for the preparation and sale or service of food and beverages. Customer service is provided at a counter or window in the vehicle. Mobile kitchens may include, but are not limited to, mobile food trucks and mobile food trailers. Mobile kitchens shall not include individual non-motorized vending carts or mobile ice cream/frozen dessert Vehicles.
- (k) Municipality shall mean the City of Brenham.
- (l) Temporary Food Establishment shall mean a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

Sec. 9-3. Permit - Generally.

- (a) *Required; compliance.* No person or entity shall operate a food establishment without a valid permit issued by the Municipality. Only a person or entity who complies with the requirements of these rules shall be entitled to receive or retain such a permit. A valid permit must be posted in public view in every food establishment.
- (b) *Application; fees.* A permit shall only be issued after the appropriate application has been filed with the Municipality and the required fees have been paid. Permit fees shall be set by Resolution of the City Council and kept on file in the Office of the City Secretary of Brenham.
- (c) *Issuance; Renewal.* Permits shall be issued for a period not to exceed one year expiring on December 31 of each year. The application to renew a permit and the accompanying fee must be received by the Municipality on or before January 7 of the calendar year for which the permit is sought. If such application and fee are not received by January 7, the municipality may charge the food establishment an application late fee as set forth in the adopted Development Services fee schedule for failure to comply with the requirements of subsection (a) above. Any application or permit fee not received by January 15 may result in immediate closure of the food establishment. The charging of such late fee or the immediate closure of the food establishment will have no effect on the City's right to seek criminal penalties by the enforcement provision of this ordinance.
- (d) *Transferability.* A permit may not be transferred from one person to another, from one food establishment to another, or from one type of operation to another if the food operation changes from the type of operation specified in the application and the change of operation is not approved by the Municipality.

Sec. 9-4. Issuance.

- (a) Any person or entity desiring to operate a food establishment shall make written application for a permit on a form provided by the municipality. Such application shall include the name and address of each applicant, the location and type of the proposed food establishment, and the signature of each applicant. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit.
- (b) Prior to approval of an application for a permit, the Municipality shall inspect the proposed food establishment to determine compliance with the requirements of this ordinance.
- (c) The Municipality shall issue a permit to the applicant if its inspection reveals that the proposed food establishment complies with the requirements of this ordinance. A food establishment that does not comply with the requirements of this ordinance will be denied a permit.

Sec. 9-5. Suspension

- (a) The Municipality may without warning, notice, or hearing, suspend any permit to operate a food establishment if the holder of the permit, person in charge, or the operation of the food establishment does not comply with the requirements of this ordinance, or if the operation of the food establishment otherwise constitutes an immediate hazard to public health.
- (b) Suspension is effective upon service of the notice required by subsection (c) of this section. When a permit is suspended, food service operations shall immediately cease.
- (c) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended, and notified of the right to appeal such suspension as provided in Section 9-8.
- (d) Whenever a food establishment, mobile food establishment, or temporary food establishment is required under the provisions of this section to cease operations, it shall not resume operations until such time as a follow-up inspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for a follow-up inspection shall be offered within a reasonable time.
- (e) The Municipality may end the suspension at any time if the reasons for suspension no longer exist.

Sec. 9-6. Revocation

- (a) The Municipality may, after providing opportunity for a hearing as provided in Section 9-8, revoke a permit for serious or repeated violations of any of the requirements of this article or for interference with the Municipality in the performance its duty.

- (b) Prior to revocation, the Municipality shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation, and that the permit shall be revoked at the end of the ten (10) days following service of such notice unless a written request for a hearing is filed with the municipal court of the Municipality by the holder of the permit within such ten (10) day period. If no request for hearing is filed within the ten (10) day period, the revocation of the permit becomes final.
- (c) Whenever a revocation of a permit has become final, the holder of the revoked permit may make written application for a new permit according to this article.
- (d) Whenever a food establishment is required under the provisions of this section to cease operations, it shall not resume operations until such time as an inspection is performed by the Municipality. Opportunity for an inspection shall be offered within a reasonable time.

Sec. 9-7. Service of notice.

A notice provided for in this ordinance is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the Municipality.

Sec. 9-8. Hearings.

The hearings provided for in this article shall be held in the Municipal Court and presided over by a Municipal Court judge. Based upon the recorded evidence of such hearing, the Municipal Court judge shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the City Secretary.

Sec. 9-9. Review of plans and specifications for newly constructed, remodeled or converted establishment.

- (a) *Submission of plans.* Whenever a food establishment is constructed or extensively remodeled, and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the Municipality for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The Municipality shall approve the plans and specifications if they meet the requirements of this ordinance. No food establishment shall be constructed, extensively remodeled, or converted, except in accordance with plans and specifications approved by the Municipality.
- (b) *Preoperational inspection.* Whenever plans and specifications are required by subsection (a) of this section to be submitted to the Municipality, the Municipality shall inspect the

food establishment prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of this ordinance.

Sec. 9-10. Inspections--Frequency; right of access.

- (a) Inspections of food establishments shall be conducted a minimum of two times each year. However, inspections of food establishments shall be performed as often as are necessary for the enforcement of this article based on public health risks posed by the establishment and the establishment's past compliance history. Inspections may also be made where consumer complaints and/or reports of foodborne illness outbreaks warrant a need to perform inspections.
- (b) Agents of the Municipality, after proper identification, shall be permitted to enter any food establishment at any reasonable time, for the purpose of making inspections to determine compliance with this ordinance, or if there is reasonable cause to believe that there exists in any building or upon any premises any condition in violation of this article.
- (c) The agents shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received, or used, or to persons employed.
- (d) If a person denies access to the Municipality, the Municipality shall:
 - 1. Inform the person that:
 - a. The permit holder is required to allow access to the Municipality as specified under this section,
 - b. Access is a condition of the acceptance and retention of a food establishment permit to operate under Section 9-3; and
 - c. If access is denied, an order issued by the appropriate authority allowing access, hereinafter referred to as an inspection order, may be obtained according to law; and
 - 2. Make a final request for access.

Sec. 9-11. Report.

- (a) *Contents; rating score.* Whenever an inspection of a food establishment is made, the findings shall be recorded on the inspection report form referenced in subsection (b) of this section. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from one hundred (100). A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed

inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.

- (b) *Inspection report form.* An inspection report form is based on the requirements of this ordinance and shall be on file in the office of the appointed representative of the Municipality.
- (e) *Posting inspection reports.* The most current scored inspection report form must be displayed within ten feet of the establishment's main public entrance or other location approved by the inspector and representative of the establishment and must be visible at eye level (48-66 inches) to patrons of the establishment. Patrons should be advised to direct questions about the report to the Municipality. Failure to post the most current scored inspection report in the manner described or facilitating its removal may result in a re-inspection fee.

Sec. 9-12. Correction of violations.

- (a) *Time period for corrections.* The inspection report form shall specify a reasonable period for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:
 - (1) If the Municipality determines an imminent health hazard exists, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Municipality. An imminent health hazard exists under conditions, including, but not limited to:
 - a. Lack of potable water;
 - b. Inadequate refrigeration;
 - c. Sewage backup;
 - d. Lack of sanitation, defined as a score of 69 or below;
 - e. Lack of hot water;
 - f. Extended interruption of electricity or water;
 - g. Misuse of poisonous/toxic chemicals;
 - h. Onset of an apparent food-borne disease outbreak;
 - i. Fire/flood;
 - j. Failure to exclude an infectious employee;
 - k. Other conditions that affect public health.
 - (2) All violations of four- or five-point weighted items shall be corrected immediately, or a plan of action shall be developed and implemented as agreed upon by the person in charge and the inspector.
 - (3) All violations of three-point weighted items shall be corrected immediately; provided, however, in those circumstances where immediate action is not possible, the violation shall be remedied prior to the expiration of ten (10) days.
 - (4) All other violations shall be corrected within ninety (90) days of the inspection or before the next inspection, whichever comes first.

- (5) In the case of temporary food establishments, all violations shall be corrected immediately. If violations are not corrected immediately, the establishment shall immediately cease food service operations, until authorized to resume by the municipality.
- (b) *Repeat violations/follow-up inspection.* Any violation documented on three (3) consecutive inspections will require a follow-up inspection within five (5) business days and a re-inspection fee as set forth in the adopted Development Services fee schedule. If the re-inspection fee has not been paid after thirty (30) days, the permit may be suspended. The charging of such re-inspection fee will have no effect on the Municipality's right to seek criminal penalties permitted by the penalty provision of this ordinance.

Sec. 9-13. Examination and condemnation of food.

- (a) *Examination of food.* Food may be examined, or samples may be taken for laboratory analysis by the Municipality as often as necessary for enforcement of this ordinance. The Municipality may, upon written notice to the owner or person in charge, place a hold order on any food which it believes is in violation of this ordinance.
- (b) *Identification of food subject to hold order.* The Municipality shall tag, label, or otherwise identify any food subject to the hold order, stating the specific reasons for placing the food under the hold order with reference to the applicable provisions of the Texas Food Establishment Rules (TFER) and the hazard or adverse effect created by the observed condition. The Municipality shall completely identify the food subject to the hold order by the common name, the label information, a container description, the quantity, Municipality's tag or identification, and location.
- (c) *Handling of food subject to hold order.* No food subject to a hold order shall be used, served, or moved from the establishment. The Municipality shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. If the Municipality has reasonable cause to believe that the hold order will be violated, or finds that the hold order is violated, the Municipality may remove the food that is subject to the order to a place of safe keeping.
- (d) *Request for hearing.* The hold order shall state that a request for a hearing may be filed within ten (10) days and, that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested; and on the basis of evidence produced at the hearing, the hold order may be vacated or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this ordinance. The Municipality may seek an administrative or judicial remedy to achieve compliance with the provisions of this ordinance if a person operating a food establishment or employee fails to comply with a hold order as specified in this section.

Sec. 9-14. Employees--Procedure when infection is suspected.

When the Municipality has reasonable cause to suspect the possibility of disease transmission from any food establishment employee, it may secure morbidity history of the suspected employee, or make any other investigation as may be indicated, and shall take appropriate action. The Municipality may require any or all the following measures:

- (1) The immediate exclusion of the employee from all food establishments;
- (2) The immediate closing of the food establishment concerned until, in the opinion of the Municipality, no further danger of disease outbreak exists;
- (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (4) Adequate medical and laboratory examination of the employee, of other employees, and of their body discharges.

Sec. 9-15. Food manager certification.

- (a) A certified food protection manager shall be present at the food establishment during all hours of operation. Food establishments that serve, sell, or distribute only pre-packaged foods, non-Time/Temperature Control for Safety (TCS) foods, or temporary food establishments are exempt from the provisions of this section. The original food manager certificate shall be posted in the food establishment in a location that is conspicuous to consumers.
- (b) If a food establishment cannot meet the requirements of subsection (a) of this section because of the termination, expiration, or permanent transfer of a certified food manger, the food establishment shall:
 - (1) Hire another employee with a current food manager certification; or
 - (2) Register a current employee for a food manger class within ten (10) days of the termination, expiration, or permanent transfer. The approved course must be completed within thirty (30) calendar days.
- (c) Non-compliance with this section will result in a follow-up fee to be determined by the Municipality.
- (d) If it is determined that lack of knowledge is a factor in a permit suspension, the current food manager can be required by the municipality to retake an approved food manger class.

Sec. 9-16. Food handler's card.

- (a) All food employees, except for the certified food protection manager, shall successfully complete an accredited food handler training course, within 30 days of employment. This food handler's card is to be issued by a food handler program licensed or recognized by

the Texas Department of State Health Services. This card shall be valid for such a time as the issuer may designate, but not to exceed four (4) years.

- (b) The original or a copy of the food handler's card shall be posted or kept on-site by management and made available to the Municipality.

Sec. 9-17. Temporary food establishments.

In addition to the requirements set forth in the Texas Food Establishment Rules and in this ordinance, temporary food establishments shall comply with the following:

(a) *Permit.*

- (1) Permits for temporary food establishments may be issued for a period not to exceed fourteen (14) days and may be issued only for a single event or celebration. Permits are not transferable from one person to another or from one location to another.
- (2) Any person desiring to obtain a temporary food establishment permit must make written application for the permit on a form provided by the Municipality. The application must be submitted to the Municipality at least seven (7) calendar days prior to the event or celebration. Applications received after this time shall be subject to a late fee as set forth in the adopted Development Services fee schedule.
- (3) A valid permit issued in accordance with this ordinance must be posted in or on the temporary food establishment in an area which is in public view.

(b) *Toilet facilities and waste disposal.*

- (1) Conveniently located toilet facilities shall be provided. The Municipality may require written proof, by notarized letter or other means, that adequate restroom facilities will be provided for the use of employees of a temporary food establishment.
- (2) Adequate, covered containers for refuse and garbage shall be provided.

- (c) *Concession stands.* The term temporary food establishment shall not include concession stands, which operate at a fixed location in conjunction with scheduled, community-based sporting or recreational events associated with an Independent School District, university, community college, non-profit organization, privately owned school, or the Municipality provided that the preparation and serving of potentially hazardous foods shall be restricted to only those pre-cooked, pre-packaged potentially hazardous food products and are properly stored, handled, and served in the unopened, original package from said concession stands. In such instances where open potentially hazardous foods are prepared on site from a concession stand, these will require a temporary food establishment permit as outlined in subsection (a) of this section.

Sec. 9-18. Mobile food establishments.

- (a) *General.* This section establishes regulations for operating various mobile food establishments within the City of Brenham. Mobile food establishments shall only operate in accordance with the Texas Food Establishment Rules and the requirements outlined herein.
- (b) *Permit.*
- (1) Any person desiring to obtain a mobile food establishment permit must make written application for the permit on a form provided by the Municipality. Operation of a mobile food service establishment without a valid permit is prohibited.
 - i. The following items shall be included with the completed application:
 1. Required permit fee as set forth in the adopted Development Services fee schedule;
 2. Complete menu of the food and beverage items to be prepared and/or served;
 3. Copy of the required Certified Food Manager certificate; and
 4. Complete list of equipment and fixtures located on the mobile food establishment.
 - (2) A valid permit issued in accordance with this ordinance must be posted in or on the mobile food establishment in an area which is in public view. Permits are not transferable from one person to another or from one location to another. The owner or operator of the mobile food establishment must inform the Municipality of any change in location of the establishment.
 - (3) All mobile food establishments shall meet the requirements outlined for solicitors, peddlers, and itinerant vendors and shall be in accordance with Chapter 16 – Occupational Licenses and Business Regulations.
- (c) *Readily moveable.* All mobile food establishments located on a food truck site shall be readily moveable. Tables, chairs, booths, counters, canopies, or awnings that are not attached to and solely supported by the mobile unit shall not be placed around the mobile food establishment, except that any of these items provided by others and primarily used for other purposes and only incidentally or coincidentally used by the mobile unit shall not be a violation of this subsection. A mobile food establishment must demonstrate mobility at any reasonable time if requested by the Municipality.
- (d) *Compliance with local building and fire codes.* All mobile food establishments must be in compliance with the building and fire codes as adopted by the City of Brenham. In addition to the requirements of the adopted building and fire codes, all mobile food establishments shall comply with the requirements set forth in the Mobile Food Vending Unit Checklist provided by the office of the Brenham Fire Marshal.
- (e) *Authorized Locations.* All mobile food establishments must be in compliance with Appendix A – Zoning of the City of Brenham Code of Ordinances.

- (1) No person may serve food to the public from a mobile kitchen except at the following locations:
 - i. At a food truck site on property developed with a non-residential use and located in the following Zoning Districts:
 1. B-1: Local Business Mixed District
 2. B-2: Commercial Research and Technology District
 3. B-3: Historical and Central Business District
 4. B-4: Neighborhood Business District
 - ii. At a food truck park in accordance with Section Appendix A, Part 2, Division 1, Section 18 – Mobile Food Court.
 - iii. At a City Park or facility upon approval of the Director of Public Works or designee and in conjunction with a facility rental for no more than two (2) hours. Mobile kitchens located in City parks or facilities shall be self-contained and shall not be in operation when concessions are in service.
- (2) Mobile food establishments and their customers shall not sell or consume food within any public street, public alley, driveway.

(f) *Letters of permission.*

- (1) A food truck site must be located on private property on which is located a permanent structure in which a business is operating in accordance with a certificate of occupancy. The operator of the food truck site must obtain and maintain written consent from the property owner or property manager and provide written proof thereof upon demand of the city.
- (2) Access to restrooms available for use by operators, employees, and customers of a food truck site shall be provided no farther than 500 feet from the location of the mobile food establishment. The operator of the mobile food establishment must have a letter of permission from the owner of the property upon which sales are to take place for use of restroom facilities currently existing on the property. The use of a portable toilet facility is prohibited.

(g) *Utility connections prohibited.* Utility connections, if any, shall be limited to quick-connect electrical services and shall be in full compliance with the Electrical Code as adopted by the municipality. Utility connections for water, sewage, and gas must be approved in writing by the municipality and shall be in accordance with the Plumbing Code as adopted by the Municipality.

(h) *Garbage Receptacles.* Unless provided by the operator of a food truck park, a mobile food establishment operator shall provide solid waste containers for customers to dispose of trash and food waste when the mobile food establishment is parked and food is being sold and served. All such solid waste containers and the solid waste collected therein shall be removed from the site by the mobile food establishment operator when leaving the site; provided, however:

- (1) If the operator of a food truck park is responsible for the disposal of waste generated from operation of the site and place in solid waste receptacle provided by said operator, the mobile food establishment operator shall be responsible for ensuring that all solid waste generated from the vendor's operations is placed in the provided receptacles before departing; or
 - (2) If there is a solid waste dumpster located on the food truck site or food truck park that is available for disposal of solid waste generated by the operation of a mobile food establishment, the mobile food establishment operator may dispose of the solid waste in said dumpster before departing the site.
- (i) *Signage.* Signs advertising a mobile food establishment and/or the menu of food and beverages sold from the food truck shall be limited to:
- (1) Signs permanently attached to the mobile food establishment; and
 - (2) One menu board sign with a sign face area of not greater than eight square feet, placed adjacent to the mobile food establishment on private property.
- (j) *Food source documentation.* Satisfactory proof or documentation detailing the origin or source of all foods being held, stored, sold, or prepared must be stored on the premises at all times.
- (k) *Compliance with food establishment requirements.* All mobile food establishments, including snow-cone stands, that prepare food on the vehicle shall comply with all requirements of a food establishment including interior design, handwashing, ware washing, and service sinks, cleaning operations, hot water, and pest control.
- (l) *Certified food manager.* A certified food manager shall be on-site at all times during operation if potentially hazardous food is prepared in the mobile food establishment.
- (m) *Suitable vehicle.* Mobile food establishments shall have current vehicular registration and shall be in a suitable operating condition for transit at all times.
- (n) *Food Service and Sale.* Mobile food establishment operators shall only engage in the sale and service of food and beverages. The sale of other products or services from a mobile food establishment is prohibited, including but not limited to, tobacco products, alcoholic beverages, sexually explicit and/or drug related paraphernalia, obscene material, real estate and vacation packages, marketing and advertising activities, sales of tickets for events, any non-food vending, and other services or products not approved by the Municipality prior to issuance of the permit.

Sec. 9-19. Penalties; fees; injunctions.

- (a) *Penalties.* Any person or entity who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished pursuant

to the general penalty provisions in Section 1-5 of the City of Brenham Code of Ordinances. In addition, thereto, such persons may be enjoined from continuing such violations.

- (b) *Fees.* All fees including, but not limited to permit fees and follow-up inspection fees, shall be set by resolution of the City Council, and kept on file by the authorized representative of the Municipality.

SECTION 2.

Chapter 16 – Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, Texas, Section 16-1, Definitions, is hereby amended to by adding the following definitions to read as follows:

Moral Turpitude. Crimes of dishonesty, fraud, deceit, misrepresentation, or deliberate violence. This includes anything done knowingly that is contrary to justice, honesty, principle, or good morals. Examples of property crimes involving moral turpitude include arson, blackmail, forgery, robbery, burglary, theft, and illegal use of a credit card. Crimes against people considered to be crimes of moral turpitude include but are not limited to: assault, sexual assault, child abuse or neglect, kidnapping, murder, or manslaughter.

SECTION 3.

Chapter 16 – Occupational Licenses and Business Regulations, of the Code of Ordinances of the City of Brenham, Texas, Section 16-3 Through Section 16-8, is hereby amended to read as follows:

Sec. 16-3. Application.

Any person or organization may apply for a license required by this chapter by completing the appropriate application form and submitting the form and any applicable fees to the Development Services Department during regular office hours. Incomplete applications and/or applications not accompanied with the appropriate fee shall be deemed incomplete and will not be processed.

Sec. 16-4. Contents of Application.

The applicant shall submit in writing to the Development Services Department and provide the following information on the City's standard application form:

- a. Legal name of applicant.
- b. A driver's license, state identification card, passport, or other government-issued identification card (issued within the United States) containing the name, physical description, and photograph of the applicant. The applicant shall also provide two (2) photographs of the applicant which have been taken within sixty (60) days immediately prior to the date of filing the application. The photographs shall show the head and shoulders of the applicant in a clear and distinguishable manner.

- c. The permanent and local (if any) addresses of the applicant.
- d. Telephone number of applicant.
- e. Form of business entity, state of formation/incorporation, Texas state sales tax number, and federal tax identification number.
- f. A brief description of the proposed activity related to the license sought, including but not limited to the hours and location(s) for which the license is requested. (Copies of literature to be distributed may be included in this description at the option of the applicant.)
- g. The applicant's date of birth and place of birth.
- h. A list of all the applicant's infractions, offenses, and criminal convictions for the ten (10) years immediately prior to the application.
- i. The make, model, year, color, and state license plate number of any vehicle that will be used by the applicant in any activity regulated by this chapter.
- j. If applicable, with regard to a peddler:
 - i. The name and permanent address of the business offering the event, activity, goods or service (i.e., the peddler's principal).
- k. If applicable, with regard to a solicitor:
 - i. The name, permanent address, and telephone number of the organization, person, or group for whom donations or proceeds are accepted.
 - ii. The web address for the applying organization, person or group where residents having subsequent questions can go for more information.
- l. Any other information the applicant wishes to provide, including copies of literature to be distributed, and references to other municipalities where similar activities have occurred.

All applicants must seek a license for themselves covering all of the applicant's employees and/or agents that will be operating within the city limits. The application shall include a statement that the applicant recognizes the other individuals listed under the applicant's license are employees/agents and not as independent contractors, and that the applicant accepts the responsibilities imposed by State law, this chapter and other applicable laws and regulations for the acts of its employees/agents. If a person requests a license for employees/agents, the following information must be supplied for each individual employee/agent:

- 1. Employee/agent's full legal name.
- 2. Residence address of employee/agent.
- 3. Date of birth and place of birth of employee/agent.
- 4. Driver's license number, state identification card, passport, or other government-issued identification card (issued within the United States)

containing the name, physical description, and photograph of the applicant of employee/agent.

5. Statement of any criminal offense involving crimes against property, moral turpitude and/or felony convictions.

Sec. 16-5. Investigation.

After the submission of an application to the Development Services Department, the City Manager, or his/her designee, shall investigate the truth and accuracy of the information contained in the application.

The license shall be issued or denied within five (5) business days after the date the application is received by the Development Services Department. If the City has not completed the investigation within five (5) business days, the license shall be issued, subject to, however, administrative revocation upon completion of the investigation.

Sec. 16-6. Denial or Revocation of License.

Any application for a license may be denied or revoked if it is determined that:

1. The applicant/licensee has been convicted of any felony or a misdemeanor involving moral turpitude within the past ten (10) years;
2. The individual for whom a license is requested or issued has been convicted of any felony or misdemeanor involving moral turpitude within the past ten (10) years;
3. Any statement upon the application is false; or
4. The applicant/licensee and/or an employee/agent of the applicant/licensee fails to comply with any other provision of this chapter. Additionally, if a licensee is convicted of any felony or a misdemeanor involving moral turpitude during the term of the license, the licensee shall notify the Development Services Department of such conviction, shall forfeit the existing license, and shall be required to submit a new license application for review and consideration by the City Manager.

If the City Manager denies or revokes a license, the applicant or licensee shall be notified within two (2) business days after the denial or revocation. The reason for the denial or revocation shall be in writing and made immediately available to the applicant or licensee.

The applicant or licensee may appeal the denial or revocation of a license to the City Council. The applicant or licensee shall have ten (10) days from the date of the denial or revocation in which to file written notice, with the Development Services Department, of the applicant's/licensee's appeal of the denial or revocation to the City Council. The applicant/licensee's written notice of appeal shall state the basis of the appeal and the reasons supporting the issuance or reinstatement of the license, including any relevant documentation supporting the appeal. The City Council shall hold the appeal hearing within twenty (20) days after the written request is received by the Development Services Department. After holding the

hearing on the revocation or denial, the City Council shall by majority vote either (1) sustain the denial or revocation of the license; or (2) issue an order approving the issuance or reinstatement of the license, as applicable.

In the event of the filing of an appeal from a revocation of a license issued under the provisions of this chapter, then until such appeal has been heard and determined by the City Council, such revocation order shall be stayed.

Sec. 16-7. Fees.

The fee for a license shall be set by separate fee schedule as approved by the Brenham City Council and on file in the Development Services Department.

Sec. 16-8. Duration of licenses.

The duration of licenses shall be for the time period(s) indicated below:

1. An itinerant vendor's license shall be valid for forty-five (45) days and at the expiration date and if in good standing with the city, the license holder may request to renew the permit in one of the following increments:
 - i. For an additional forty-five (45) days;
 - ii. For an additional six (6) months;
 - iii. For the remainder of a one (1) year term.
2. A peddler's license shall be valid for forty-five (45) days and can be renewed.
3. A solicitor's license shall be valid for forty-five (45) days and can be renewed.

SECTION 4. **SAVINGS CLAUSE**

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 5. **SEVERABILITY CLAUSE**

Should any section, subsection, sentence or clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 6.

REPEALER CLAUSE

Any other ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 7. **EFFECTIVE DATE**

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 8 **PROPER NOTICE AND MEETINGS**

It is hereby officially found and determined that the meetings at which this Ordinance was passed were open to the public as required and that public notice of the time, place, and purpose of said meetings were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and **APPROVED** on its first reading this the 21st day of October 2021.

PASSED and **APPROVED** on its second reading this the 4th day of November 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve a Noise Variance for a Pop-Up Play Day to be Held on Saturday, November 13, 2021 from 10:00 a.m. to 12:00 p.m. at Jerry Wilson Park and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 04, 2021

Department: Administration

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

This is a noise variance request from City staff for a Pop-up Play Date to be held in Jerry Wilson Park on Saturday, November 13th. The event will feature free outdoor play for all ages, including basketball, kickball, story time, lawn games, and open play. Staff plan to use a portable PA system for music and announcements throughout the event; therefore, a noise variance is required.

ATTACHMENTS:

- (1) Noise Variance Request
- (2) Pop-up Play Day Flyer

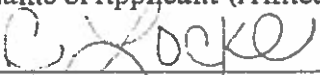
RECOMMENDED ACTION:

Approve a Noise Variance for a Pop-Up Play Day to be Held on Saturday, November 13, 2021 from 10:00 a.m. to 12:00 p.m. at Jerry Wilson Park and Authorize the Mayor to Execute Any Necessary Documentation

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization:
City of Brenham and Boys & Girls Club of Washington County
2. Name and address of individual making application on behalf of sponsoring organization: _____
Crystal Locke - City of Brenham; Angelica Gamboa - Boys & Girls Club of Washington County
3. Purpose of the Event: Pop-up Play Day - bringing free outdoor play for all ages; promoting local parks
4. Location of Event: Jerry Wilson Park - 900 E. Alamo Street
5. Date of the event: Saturday, November 13, 2021
6. Time of Event: 10 am-12 pm
7. Event Set-up: From: 9 am To: 10 am
Event Clean-up: From: 12 pm To: 1 pm
8. You are required to describe the following:
 - a) Types of Activities Planned and any additional information specific to this event: _____
Basketball, kickball, story time, lawn games, open play area with jump ropes, hula hoops, balls, etc.
 - b) Bands/Musical Instruments: No band
 - c) Sound amplification equipment:
Portable PA system for music and announcements throughout the event
 - d) Cleanup provisions: _____

Crystal Locke
Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Date: 10/21/2021
Phone: 979-337-7254

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



POP-UP PLAY DAY

MEET US AT THE PARK

November 13 | 10am-12pm
Jerry Wilson Park
900 E. Alamo Street

Lawn Games, Kickball,
Story Time, Open Play,
Basketball, and More

cityofbrenham.org/popup

designed by  freepik.com





Regular City Council
AGENDA ITEM 6-E.

Agenda Item: Approve the City of Brenham 2022 Holiday Calendar and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 04, 2021

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

The Holiday Schedule for 2022 is presented for approval by the City Council. The schedule provides for a total of 13 paid holidays, including June 19th being added to observe Juneteenth, and the previously observed Washington County Fair holiday being changed to a floating holiday. Employees will have 2 8-hour floating holidays to utilize throughout the calendar year.

ATTACHMENTS:

(1) 2022 Holiday Calendar

RECOMMENDED ACTION:

Approve the City of Brenham 2022 Holiday Calendar and authorize the Mayor to execute any necessary documentation.

January						
S	M	T	W	T	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	T	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					

March						
S	M	T	W	T	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		

April						
S	M	T	W	T	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

May						
S	M	T	W	T	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				

June						
S	M	T	W	T	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		

July						
S	M	T	W	T	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						

August						
S	M	T	W	T	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			

September						
S	M	T	W	T	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	

October						
S	M	T	W	T	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					

November						
S	M	T	W	T	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	T	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

2022 City Holidays

Jan 17	Martin Luther King Day
April 15	Good Friday
April 17	Easter Sunday (24-hour departments)
May 30	Memorial Day
June 19	Juneteenth Day 24-hour departments
June 20	Juneteenth Day Observed
July 4	Independence Day
Sept 5	Labor Day
Nov 11	Veteran's Day
Nov 24	Thanksgiving Day
Nov 25	Day after Thanksgiving
Dec 23	Christmas Eve Observed
Dec 24	Christmas Eve 24-hour departments
Dec 25	Christmas Day 24-hour departments
Dec 26	Christmas Day Observed
2 Floating Holidays - 8 hours each	
* September 11 th considered as (1) 8-hour Floating Holiday for Firefighters	



Regular City Council
AGENDA ITEM 6-F.

Agenda Item: Approve the Purchase of a 2023 MV607 SBA International Dump Truck for the City of Brenham Water Construction Department from Hermann International Through Sourcewell Contract No. 060920-NVS In the Amount of \$90,840.00 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 04, 2021

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

During the 2021-2022 budget process Council approved the purchase of a Dump Truck for the Water Construction Department. Dump trucks are used daily for Utility work. The main purpose for the dump truck is to hauling materials to and from the jobsite. They are vital in making sure that our crews have adequate, effective, and efficient means to conduct daily work throughout the City.

Shawn Bolenbarr, Assistant Director of Public Works, evaluated several Dump Trucks and compared durability, and history to determine which brand of Dump Truck would suit the department the best. After comparisons, he recommend the 2023 MV607 SBA (MV607) International Dump Truck.

This Dump Truck was budgeted at \$95,767.00. By purchasing this unit through the Sourcewell Purchasing Co-op Program, our purchase price will be under budget at \$90,840.00

We have included the product sheet, Warranty information, and the buy board price sheet. Once approve, we should receive the unit within 8 to 9 months.

ATTACHMENTS:

- (1) 2023 MV607 SBA International Dump Truck
- (2) City of Brenham Dump Chassis
- (3) City of Brenham Standard Warranty

RECOMMENDED ACTION:

Approve the purchase of a 2023 MV607 SBA International Dump Truck for the City of Brenham Water Construction Department from Hermann International through Sourcewell Contract No. 060920-NVS in the amount of \$90,840.00 and authorize the Mayor to execute any necessary documentation.



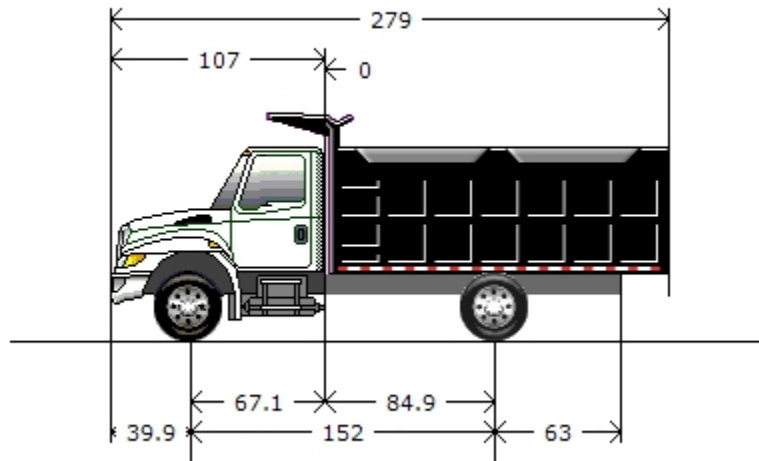
Prepared For:

CITY OF BRENHAM
 Shawn Bolenbarr
 P.O BOX 1059
 BRENHAM, TX 77834-1059
 (409)836 - 7911
 Reference ID: N/A

Presented By:

HERRMANN INTERNATIONAL
 Darryl Herrmann
 514 W ALAMO
 BRENHAM TX 77833 -
 (979)836-2537

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 33000 Calc. Start / Grade Ability: 22.24% / 1.70% @ 55 MPH Calc. Geared Speed: 87.9 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

(US DOLLAR)

DescriptionPrice

Houston Fab dump body

\$17,740.00

Total Body Allied/Equipment: \$17,740.00

Description

Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 455.0" (11557mm) Maximum OAL

BUMPER, FRONT Contoured, Steel

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqiIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 8' 10"

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

Description

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

HORN, ELECTRIC Disc Style

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start

HEADLIGHTS Halogen, with Daytime Running Lights

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)

FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On

RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

AIR CLEANER with Service Protection Element

EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

Description

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max

TRANSMISSION OIL Synthetic; 20 thru 28 Pints

TRANSMISSION SHIFT CONTROL T-Handle

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment

GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar

MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

CAB REAR SUSPENSION Air Suspension, for Mid Cab Height

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

Description

WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive

Services Section:

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A

Houston Fab dump body

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$113,838.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$113,838.00
Freight	\$2,600.00	
Total Freight:		\$2,600.00
Total Factory List Price Including Freight:		\$116,438.00
Less Customer Allowance:		(\$43,338.00)
Total Vehicle Price:		\$73,100.00
Total Body/Allied Equipment:		\$17,740.00
Total Sale Price:		\$90,840.00
Total Per Vehicle Sales Price:		\$90,840.00
Net Sales Price:		\$90,840.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

LIMITED WARRANTY FOR MV MODEL SERIES

***Effective with vehicles built July 01, 2017 or later**

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	24	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	Months	Miles/Km (000)
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	Months	Miles/Km (000)
Meritor Axles	36	Unlimited
Eaton Prociision Transmission	24	Unlimited
MISCELLANEOUS COVERAGE	Months	Miles/Km (000)
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited

FIRST 90 DAYS FROM DELIVERY TO USER (DTU)

Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (e.g. aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Warranted by their respective manufacturers (e.g., non-International® brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those, as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
 - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:
I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty service.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Public Hearing, Discussion and Presentation Related to Right-Of-Way Encroachment Agreements Associated with Mobile Kitchens in Downtown Brenham

Meeting Type: Regular Meeting-November 04, 2021

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Please find the attached memorandum concerning Mobile Kitchens, specifically HSF Market and Country Sunshine, parking adjacent to private property in the City street.

ATTACHMENTS:

(1) Memorandum Concerning Mobile Kitchens in the Right-of-Way

RECOMMENDED ACTION:

Public hearing and discussion item only - no action will be taken.



MEMORANDUM

Date: November 4, 2021

To: Mayor Milton Tate and the Brenham City Council Members

From: Stephanie Doland
Development Services Director

CC: Carolyn Miller, Interim City Manager
Cary Bovey, City Attorney
City Staff

Subject: Mobile Kitchens in the Right-of-Way Downtown

Background:

During the February 24th, 2021 Council Meeting staff presented a workshop item concerning Mobile Kitchens and the locations permitted within the City for Mobile Kitchens to operate. Following the workshop meeting a Food Truck Task force was formed consisting of Councilmember Clint Kolby, Planning and Zoning Commission Chair Keith Behrens, Main Street Board member Lowell Ogle, Owner of Country Sunshine (mobile kitchen) Cullen Holle and Downtown property owner Melinda Faubion.

The Task Force met on April 9, 2021 and considered revisions to Chapter 9 – Food and Food Establishments, Chapter 16 – Occupational Licenses and Business Regulations, and Appendix A – Zoning. Additionally, the work group reviewed surrounding Cities policies for mobile kitchens locating in the public right-of-way. *In short, staff found that no municipalities allowed mobile kitchens to be stored in the street.* Staff presented a variety of concerns with long-term parking in the right-of-way and was in support of mobile kitchens locating in the street for special events. Concerns presented by Staff included:

- Proximity to adjacent brick-and-mortar restaurants.
- Adverse impact and contradiction to the historic aesthetic that is what draws many visitors to Downtown Brenham.
- Appearance of food trailers (and utility connections) permanently located in front of buildings.

- Permanent situation or “temporary solution” to lack of an on-site Commercial kitchen.
- Obstructing sidewalks for pedestrian traffic with both equipment and queueing for MFV patrons.
- Obstructing emergency access, specifically trailers not hitched to vehicles not being “Readily Movable.”
- Traffic encumbrances due to through traffic and on-street parking.
- Compressed natural gas/propane tanks unsecured and located out in the open.
- Occupying a limited Downtown parking space.
- Sight distance concerns when near an intersection.
- Signage on the mobile kitchen is much larger than what is allowed in downtown for brick and mortar shops.

On June 3, 2021 an additional workshop presentation was given to Council to discuss staff findings and review the progress of the Task Force. Following the workshop meeting staff received direction to move forward with amendments to Chapter 9 – Food and Food Establishments, Chapter 16 – Occupational Licenses and Business Regulations, and Appendix A – Zoning. Additionally, Council directed Staff to move forward with a license agreement with the two businesses currently operating mobile kitchens in the right-of-way namely, Country Sunshine and HSF Market. Following the February 4th Council meeting the two mobile kitchens were permitted to locate in the street from Wednesday – Sunday on a trial basis. With a formal license agreement, the mobile kitchens would be permitted to locate in their existing capacity for an additional three years with no renewal period. Additionally the mobile kitchens would be required to meet specific insurance requirements and the agreement would not transfer in the event the business or “flagship” property sold.

On September 2, 2021 the final Task Force meeting was held to review the final draft ordinance amendments and discuss any further revisions to the policies and standards pertaining to mobile kitchens, fixed food establishments, permit and inspection procedures and fees, background check requirements, definitions for itinerant vendors, and to review standards pertaining to food truck parks as an allowed primary use on a non-residential property.

On September 27, 2021 the Brenham Planning and Zoning Commission unanimously recommended approval of a Text Amendment to the Zoning Ordinance to allow Food Truck Parks by Specific Use Permit in non-residential districts. Below please find an excerpt of the minutes from the Public Hearing portion of the meeting:

“Chairman Behrens opened the Public Hearing at 5:55 pm.

Keith Hankins, who lives at 1506 S Market Street and is the owner of Ant Steet Inn, made the following comments:

- *Need to have a level playing field for the brick-and-mortar stores and the mobile kitchens.*
- *Food trucks have a competitive advantage with a lower cost for operation and the ability to be mobile and go where is the “grass is greener”.*
- *Brick-and-mortar stores are committed to the community and provide personal property tax and real estate tax revenue.*

- *If food truck parks are subsidized with tax money, the brick-and-mortar buildings should be supported as well.*
- *Give due consideration to the long-term impacts for the existing brick-and-mortar businesses.*

Mark Renn, owner of Pioneer Smokehouse stated that he was in favor of the food truck parks but his concern is the fees. He had to turn his mobile kitchen into a permanent kitchen and incurred various expenses in doing so. Mr. Renn suggested that the fees associated with the public bathrooms and grease disposal areas in the food truck parks be passed on to the mobile kitchens.”

On October 21, 2021 the Brenham City Council upheld the Planning and Zoning Commission recommendation and unanimously voted to approve (on the first reading) amendments to Appendix – A zoning to allow Food Truck Parks in accordance with adopted standards and policies. Additionally, Council unanimously voted to approve (on the first reading) amendments to Chapter 9 – Food and Food Establishments and Chapter 16 – Occupational Licenses and Business Regulations.

Staff Analysis and Recommendation:

The prevailing standards allow a mobile kitchen to locate on private property with the property owner’s permission so long as there was no obstruction to traffic (vehicle or pedestrian) flow, parking is available for patrons, patrons have access (within 500’) to a restroom, and vendor is readily movable (no tables and chairs placed around the unit).

Mobile kitchens have also frequented the Downtown district, including parking and serving out of the City right-of-way or on private property in adherence to the requirements outlined above. The City of Brenham Traffic Ordinance (Section 25-33) specifically prohibits trailer parking in the City right-of-way unless the trailer is “(1) actually in the process of being loaded or unloaded; or (2) parked while the driver or operator is performing a service visit.” Therefore, the City has previously allowed food trailers to locate in the City street Downtown and serve patrons, so long as the trailer was only in the right-of-way during business hours and in adherence with all above described procedures for food vendors on private property.

Since the February workshop meeting staff has met with two local mobile kitchens and allowed the temporary use of parking overnight Downtown on N. Douglas Street (Country Sunshine) and S. Park Street (HSF Market). The aforementioned vendors were permitted to park Wednesday-Sunday in the City right-of-way on a trial basis while the Ordinance amendments were being drafted.

Country Sunshine:

Based on conversations with owners, Cullen and Danielle Holle of Country Sunshine, the intent of this Mobile Kitchen is to one day transition into a more traditional restaurant environment with a traditional on-site commercial kitchen. The Holle’s have stated the license to encroach agreement will allow them additional time to make this transition and following the three-year term they plan to have arrangements such that the mobile kitchen would not be needed on a regular basis.

All permits for Country Sunshine are active and the mobile kitchen is currently in good standing with applicable permits, food and health code requirements (latest permit issued September 8, 2021).

When staff originally met with the Holle's they agreed to locate the trailer on the private property between the Integrated Therapies Massage building and Glissman's Gift Gallery. Shortly thereafter the Holle's stated it would not be feasible to locate the food trailer on-site because the trailer is "too large and fairly loud." They also stated the trailer would be difficult to move twice a year for the Round Top Antique show as it would be tied-in directly to utilities (water, grey water, and electricity).

Staff understands that this is not the preferred option by Country Sunshine but recommends that the mobile kitchen be located on the private property as originally discussed. Requiring the mobile kitchen to be located on the private property is in accordance with the prevailing standards, such as Pioneer Smokehouse which located their food trailer on private property at their expense (ie. plumbing permits). To remedy limited seating caused by the on-site food trailer staff is open to granting a license to encroach for additional seating in the right-of-way where the trailer is currently located.

HSF Market:

Based on conversations with owners, Cameron and Julia Crawford of HSF Market, the business was purchased from Brad Stufflebeam with the incorrect understanding that the mobile kitchen had received a variance from the City and was permitted to operate within the City street. No such variance was ever granted by City Staff or City Council. When the Crawford's originally approached the City about the mobile kitchen placement their request was to locate the trailer in the right-of-way not only while in operation but also overnight. The Crawford's do not have an on-site commercial kitchen to prepare food for customers and as such the mobile kitchen serves their patrons' culinary needs. At this time there is no interest by the Crawfords in improvements to the property to include an on-site commercial kitchen within the private property lines.

The last mobile food permit we issued for the HSF Market food trailer was issued on February 22, 2021 and expired on April 8, 2021. The last mobile vendor permit was issued February 8, 2021 and expired March 8, 2021. Therefore, the HSF Market mobile kitchen is currently not operating with active permits by the Development Services Department.

Staff finds that locating the trailer in the right-of-way during hours of operation and overnight creates an adverse impact to adjacent property owners and properties in the general vicinity (Historic Downtown Brenham). Staff understands the constraints of the HSF Market business and the reliance of patrons on the mobile kitchen. Staff also understands that adjacent businesses are opposed to the mobile kitchen becoming a fixture in Downtown and recognizes that in response to this concern municipalities have adopted separation requirements between mobile kitchens and fixed food establishments. Therefore, staff recommends placing the mobile kitchen in the Commerce Street parking lot rather than the South Park Street right-of-way until the Downtown Food Truck Park is developed or for three years (whichever happens first).

Options in Order of Staff Preference:

1. Do not permit Mobile Kitchens to operate in the right-of-way.
 - a. Country Sunshine – Place mobile kitchen on private property between Integrated Therapies Massage building and Glissman’s Gift Gallery.
 - b. HSF Market – Place mobile kitchen in the Commerce Street parking lot Wednesday through Sunday (for a period of three years).
2. Grandfather existing two downtown businesses Country Sunshine and HSF Market to operate Mobile Kitchens in the right-of-way only while in service. No overnight parking would be permitted. License agreement required.
3. Issue license agreements grandfathering storage in the adjacent right-of-way:
 - a. Country Sunshine to operate and store their Mobile Kitchen Wednesday through Sunday in the adjacent street right-of-way (parallel parking space).
 - b. HSF Market to operate and store their Mobile Kitchen in the South Park Street right-of-way Wednesday through Sundays.



Regular City Council **AGENDA ITEM 8.**

Agenda Item: Presentation by the Office of the Attorney General of the State of Texas and Discussion Concerning the Global Opioid Litigation Settlement and Associated Issues

Meeting Type: Regular Meeting-November 04, 2021

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

Ryan Fisher, Director of Government Relations, Office of the Attorney General of the State of Texas, will attend the City Council meeting to make a presentation and answer questions regarding the Global Opioid Litigation Settlement and related issues.

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other agreement is with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts will be paid out near the beginning of the 18 year time period. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Mr. Fisher will be able to provide additional details concerning the City of Brenham's estimated share of these funds.

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Discussion only - no action.



Regular City Council **AGENDA ITEM 9.**

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-029 Adopting New Fees for the City of Brenham's Development Services Department Applicable to Vendors, Solicitors and Food Establishments

Meeting Type: Regular Meeting-November 04, 2021

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

Early in the year City Staff was directed by Council to review and draft new standards pertaining to mobile food establishments (mobile kitchens). The request originated due to concerns from existing mobile kitchens about permitting procedures and costs as well as permitted locations to operate. Following a Workshop Discussion on February 24, 2021 a Food Truck Task Force was formed and included, Councilmember Clint Kolby, Planning and Zoning Commission Chair Keith Behrens, Main Street Board member Lowell Ogle, Owner of Country Sunshine (mobile kitchen) Cullen Holle and Downtown property owner Melinda Faubion.

During the City Council meeting on October 21, 2021 Council unanimously voted to approve the first reading of amendments to the following Ordinances:

- Chapter 9 – Food and Food Establishments
- Chapter 16 – Occupational Licenses and Business Regulations
- Appendix A – Zoning

Previously, the Brenham Code of Ordinances, Chapter 16 – Occupational Licenses and Business Regulations included permit fees pertaining to Itinerant Vendors and Solicitors. With the proposed Ordinance amendments permit fees were removed and the proposed Resolution will re-establish permit fees. While there are no proposed changes to fees pertaining to Fixed Food Establishments, with the proposed resolution Mobile Kitchens will be granted the opportunity to receive a 45-day, 6-month and 1-year permit for \$50.00 where previously they were required to renew every 45-days (\$400 annually). Additionally, Vendor Permits will transition from 30-day increments to 45-day, 6-month and 1-year increments to allow for consistency with the Mobile Kitchen permit requirements. Lastly, background check fees are proposed to increase from \$3.00 to \$10.00. The proposed Fee Resolution formally establishes the fees reviewed by the Food Truck Task Force and by Council during the Workshop Session on October 21, 2021.

ATTACHMENTS:

(1) Resolution No. R-21-029

RECOMMENDED ACTION:

Approve Resolution No. R-21-029 adopting new fees for the City of Brenham's Development Services Department applicable to Vendors, Solicitors and Food Establishments.

RESOLUTION NO. R-21-029

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING NEW PERMIT FEES FOR THE CITY OF BRENHAM'S DEVELOPMENT SERVICES DEPARTMENT APPLICABLE TO FOOD ESTABLISHMENTS, ITINERANT VENDORS AND SOLICITORS.

WHEREAS, the City Council has adopted Chapter 9 – Food and Food Establishments and Chapter 16 – Occupational Licenses and Business Regulations regulating food establishments, itinerant vendors and solicitors by requiring permits and inspections; and

WHEREAS, the Code of Ordinances authorizes the City Council to adopt a schedule of fees; and

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

- Section 1:** That the City Council of the City of Brenham hereby adopts the Development Services Fee Schedule attached hereto as “Exhibit A” and incorporated herein for all purposes.
- Section 2:** That any and all previously adopted Fee Schedules pertaining to Food Establishments, Itinerant Vendors and Solicitors are hereby repealed.
- Section 3:** That this Resolution attached hereto as “Exhibit A” shall be effective immediately.

PASSED and **APPROVED** on this 4th day of November, 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”
Development Services: Food Establishment Permits, Itinerant Vendor & Solicitor Fee Schedule

FOOD ESTABLISHMENT PERMIT/INSPECTION FEES:

Heavy Food Preparation Permit	\$150.00
Light Food Preparation Permit	\$125.00
No Food Preparation Permit	\$50.00
Mobile Kitchen Permit (45 days, 6 month, or 1 year)	\$50.00
Temporary Food Establishment Permit	\$25.00
	\$50.00 if the permit is requested within 7 calendar days)
Re-inspection Fee	\$25.00
Application Late Fee	\$25.00
Foster/Adoptive Home 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.

Mobile Kitchen: A motorized vehicle or tow-behind trailer equipped with kitchen facilities such as plumbing, hot water supply, mechanical refrigeration, cooking equipment, and dry goods storage used for the preparation and sale or service of food and beverages. Customer service is provided at a counter or window in the vehicle. Mobile kitchens may include, but are not limited to, mobile food trucks and mobile food trailers. Mobile kitchens shall not include individual non-motorized vending carts or mobile ice cream/frozen dessert Vehicles.

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.

ITINERANT VENDOR AND SOLICITOR FEES:

All itinerant vendors shall be subject to an initial 45-day trial period. All vendor/solicitor applicants and corresponding employees shall be subject to a background check prior to permit issuance. Please see Brenham Code of Ordinances Chapter 16 for additional information.

Background Check	\$10 per person
Itinerant Vendor	
- 45 calendar days	\$30
- 6 months	\$150
- 1 year	\$275
Peddler	\$25
Solicitor	\$25



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon a Project Proposal from Lower Colorado River Authority (LCRA) for the Five-Year Electric System Study and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-November 04, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

The City of Brenham Electric Department would like to conduct a 5-year Electric Distribution Engineering System Study to be performed by LCRA engineering services. The last time the study was conducted was in 2004-2009.

The purpose of this study is to identify necessary electric system improvements and analyze costs for budget needs, update operation manuals, evaluate Arc flash requirements, update fault duty at specific sites and identify long term investment requirements for financial planning.

The study will be performed over a 1-year period and delivered to the City of Brenham in 2022. The total contract amount of \$190,000.00 will be paid over 36 monthly payments of \$5,277.78. The anticipated annual costs are:

- FY 2021-22 = \$63,333.00
- FY 2022-23 = \$63,333.00
- FY 2023-24 = \$63,333.00

ATTACHMENTS:

- (1) Reasons for Systems Study
- (2) Brenham 5-Year System Study

RECOMMENDED ACTION:

Approve the Project Proposal from Lower Colorado River Authority (LCRA), in an amount not to exceed \$190,000.00, for the five-year electric system study and authorize the Mayor to execute any necessary documentation

Here are some reasons to have a 5-Year system study (Plan) completed:

1. Ensure electric system continues to meet the forecasted electric load requirements of its end users. How do you know how many more businesses or load can you add to a certain area of town without causing an overload or undesirable performance to the system?
2. System operational knowledge retention. You should have a document that any experienced lineman can review and quickly know how to operate your system. Don't rely on existing staff to remember or pass on the institutional knowledge.
3. ARC Flash guidance—we are looking to add this as a part of the Study. This is an OSHA requirement. Have you had this done?
4. Fault Duty at Specific sites—we are looking to add this as an on-going service for those who have a current System Study Contract.
5. Identify system switching options under emergency or planned outages (contingency conditions). If a car hits a pole, and causes an outage, what switches can you open/close to pickup load to as many customers as possible without overloading the system?
6. Supports compliance with ERCOT Protocols on load power factor (Sect. 3.15.2). You added capacitors and improved your power factor, but did you add them at the correct spots?
7. Identify future investment requirements needed for effective utility financial planning. It's better to have a long term plan so you can effectively manage the budget.
8. Identify opportunities for improving coordination of protective devices minimizing unnecessary outages.
9. Identify cost savings opportunities resulting from reduction of electric system losses.
10. Supports compliance with PUCT Rule 25.95 Electric Utility Infrastructure Storm Hardening where a plan must be updated at least once every five years by the utility.
11. Supports compliance with ERCOT Nodal Operating Guides on under-frequency load shedding (Sect. 2.6).
12. Supports compliance with NERC Reliability Standard FAC-002.
13. Create opportunities for optimizing design of distribution system network.
14. Identify high risk areas where equipment has become obsolete or deteriorated to the point where it has a high probability of outages.
15. Provides updated system data in the forms of GIS-based maps.
16. Support the justification for system improvements to keep up with technology and present day requirements.

PROJECT PROPOSAL	
LCRA Transmission Strategic Services CUSTOMER SERVICES CONTRACT <i>Form CSC revised 06/22/2020</i>	CUSTOMER: City of Brenham P.O. Box 1059 Brenham, Texas 77834-1059 Attn: Attn: Alton Sommerfield
PROJECT: 5-Year Engineering System Study	DATE SUBMITTED April 28, 2021
SCOPE OF SERVICES: 5-year System Study: \$190,000. Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The total contract amount of \$190,000 will be added to the monthly power billing over 36 months (36 payments of \$5,277.78), monthly, the first billing to be started on the November 1, 2021 power billing.	
PROJECT SCHEDULE: Start: Work to be done between the time frame November 1, 2021 to April 1, 2023. Schedule to be determined. Complete: Work to be done between the time frame November 1, 2021 to April 1, 2023. Schedule to be determined.	LCRA CONTACT Allan Kunze akunze@LCRA.org 512-914-2910 Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78767-0220 Attn: Transmission Strategic Services
CONTRACT TYPE Contract Type: Independent Contract Reference Contract: 5 Year Engineering System Study <i>(Please note that if this is an independent contract, terms and conditions should be attached.)</i>	PRICE : \$5,277.78 per month for 36 months Project Total: \$190,000.00 Compensation Form: Power Billing
<i>Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.</i>	
Parties: City of Brenham By: _____ Printed Name _____ Title: _____ Date: _____ Lower Colorado River Authority By: _____ Printed Name Kristian Koellner Title: VP, Transmission Asset Optimization	
OFFICE USE ONLY Job Description: <u>5-Year Engineering System Study</u> Project ID: _____ Work Order: _____ Contract Owner: Allan Kunze Contract Coordinator: Eneni Oguara-Pere	

CUSTOMER SERVICES CONTRACT

1. Agreement. This Customer Services Contract, including these terms and conditions, the Project Proposal, and any other documents attached hereto (collectively, the "Contract"), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Contract and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Contract and the terms of any applicable Customer form, the terms of this Contract will control.
2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal ("Services"). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. Term; Termination. This Contract will commence on the date of the last signature by the parties ("Effective Date") and will govern LCRA's performance of the Services. Either party may terminate this Contract for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal:
 - (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or
 - (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by the parties.

LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Contract. All payments by Customer under this Contract will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.

7. Warranty; Disclaimer.
 - (a) During the term of this Contract, and for a period of 30 days after completion of the Services, LCRA will correct or re-perform any Services not conforming to the requirements of this Contract. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.
 - (b) Any law, code or standard referenced in this Contract will refer to the version of such law, code or standard in effect as of the Effective Date.
 - (c) THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA'S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS CONTRACT.
8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer's equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer's equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer's equipment or the site prior to the commencement of LCRA's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.
9. Schedule. Unless otherwise expressly stated in the Contract documents, time is *not* of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA's delay in providing the Services, including any failure to meet schedules contained in this Contract.
10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Contract to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or

CUSTOMER SERVICES CONTRACT

events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. **LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.
12. **Amendment.** This Contract may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.
13. **Assignment.** This Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Contract, in whole or part, without the prior written consent of the other party.
14. **Non-Waiver.** No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.
15. **Partial Invalidity.** If any section or part of this Contract is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Contract, and the remainder of this Contract will remain in full force and effect with the deletion of the part declared invalid.
16. **Choice of Law; Venue; Waiver of Jury Trial.** This Contract will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Contract will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

17. **Ownership.** Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Contract and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.
18. **Confidentiality.** "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Contract, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.
19. **Municipally Owned Utilities.** If Customer is a municipally owned utility, the following additional terms will apply:
 - (a) This Contract is entered into under the authority of Chapter 791 of the Texas Government Code;
 - (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Contract. In addition, the amounts payable by Customer to LCRA under this Contract are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.
 - (c) Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.
20. **Survival.** Termination or expiration of this Contract will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Contract. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Contract: Costs; Invoicing; Warranty; Disclaimer; Environmental Conditions, Schedule, Limitation of Liability, Choice of Law; Venue; Waiver of Jury Trial, Ownership, Confidentiality, and Municipally Owned Utilities.



ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify the accuracy and completeness of computer models provided by the Customer for the Customer's distribution system.
- b. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- c. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.
 - vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- d. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- e. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected primary voltage locations
 - ii. Perform arc flash analysis at the primary voltage locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 1. Clearance distances
 2. Fault current
 3. Energy
 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.

ENGINEERING SERVICES AGREEMENT

- f. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.
- g. Based upon the findings of items b through f above, develop a list of Recommend Capital Improvement Projects and budgetary project cost estimates.

Customer will be responsible for the accuracy, excellent quality and reliability of the system model provided to LCRA TSC. Additionally the information to be provided by the Customer includes but is not limited to the following:

- a. Provide a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 - 1. Conductor construction design type
 - 2. Conductor type per phase, including neutral
 - 3. Conductor phasing
 - 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).

ENGINEERING SERVICES AGREEMENT

- v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
-
- b. Any Customer-specific distribution system planning criteria
 - c. Ten-year load forecast
 - d. Load profile results per feeder via relays or load loggers? Are they still using load loggers?, if available
 - e. Mapping data that has changed since data collection
 - f. Rate class kWh sales data, if available
 - g. Capacitor bank(s) status during peak electrical loading and load profile, if available
 - h. Capacitor bank controller settings
 - i. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
 - j. Protective device nameplate information for distribution feeder breaker and downstream reclosers
 - k. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
 - l. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
 - m. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. **Deliverable**

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. Confidential Work Product

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-030 Authorizing the Execution of an Agreement with TxDOT for the Temporary Closure of State Right of Way in Connection with the 2021 Lighted Christmas Parade to be held on Saturday, December 4, 2021

Meeting Type: Regular Meeting-November 04, 2021

Department: Parks and Recreation

Staff Contact: Crystal Locke, Community Services Specialist

SUMMARY STATEMENT:

The City of Brenham hosts the annual Christmas Stroll & Lighted Parade on the first Saturday in December. Main and Alamo Street (Business 290) will feature a lighted parade beginning at 6:00 pm. The City is requesting the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street in Brenham, Texas (Washington County) from 2:00 pm until 9:00 pm on Saturday, December 4, 2021.

Closures most than four (4) hours need approval per the Texas Department of Transportation (TxDOT) agreement.

ATTACHMENTS:

- (1) (1) Resolution R-21-030
- (2) (2) Agreement for the Temporary Closure of State Right of Way
- (3) (3) Detour Map - 2:00 pm-4:00 pm
- (4) (4) Detour Map - 4:00 pm-9:00 pm

RECOMMENDED ACTION:

Approve Resolution No. R-21-030 authorizing the execution of an agreement with TxDOT for the temporary closure of state right of way in connection with the 2021 Lighted Christmas Parade to be held Saturday, December 4, 2021.

RESOLUTION NO. R-21-030

THE STATE OF TEXAS

COUNTY OF WASHINGTON

WHEREAS, the Texas Department of Transportation operates certain state highways within the City limits of the City of Brenham;

WHEREAS, the City of Brenham has received requests for street closings along state highways within the City of Brenham;

WHEREAS, the Texas Department of Transportation and the City of Brenham have agreed to certain terms and conditions regarding the closing of a portion of the state highway within the City limits for the purpose of said closings;

WHEREAS, the City Council of the City of Brenham has considered the foregoing and the aforesaid contract and have agreed to be bound by the provisions thereof for the purpose of closing said streets for the 2021 Christmas Stroll and Lighted Parade.

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

The Mayor of Brenham, acting on behalf of the City Council of the City of Brenham is hereby authorized to execute the attached agreement with the Texas Department of Transportation in connection with the closure of state highways within the City of Brenham associated with the 2021 Christmas Stroll and Lighted Parade. This resolution is effective upon its adoption.

Adopted this the 4th day of November 2021.

Milton Y. Tate, Jr.,
Mayor

ATTEST:

Jeana Bellinger, TRMC
City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Brenham, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Alamo Street and Main Street (Business 290) Washington, County; and

WHEREAS, the local government has requested the temporary closure of Alamo Street and Main Street (Business 290) for the purpose of 2021 Christmas Stroll & Lighted Parade, from 2:00 pm to 9:00 pm on December 4, 2021 described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 4th day of November, 2021, the Brenham City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
Milton Y. Tate, Jr., Mayor	Texas Department of Transportation
City of Brenham	
P.O. Box 1059	
Brenham, Texas 77834-1059	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF BRENNHAM

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Milton Y. Tate, Jr.
Mayor

Alamo and Main Streets (Business 290)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

The annual Christmas Stroll & Lighted Parade is hosted by the City of Brenham and happens the first Saturday of December - December 4, 2021. Main and Alamo Streets (Business 290) will feature a lighted parade beginning at 6:00 pm. Parade entries will include vehicles, semi-trucks, floats, tractors, and animals such as horses and dogs.

Exhibit B

Agreement No. _____

Exhibit C

This request is for the closure of Alamo Street from Austin Street to Ross Street and Main Street from Austin Street to Chappell Hill Street Brenham, Texas (Washington County) as follows on Saturday, December 4, 2021.

2:00 pm-4:00 pm: close Main Street and Alamo Street (Business 290) between Market Street and Austin Street, allowing street parked vehicles time to clear the parade route. Attached is a map showing street closures and detour routes for thru traffic labeled Christmas Parade Detour Map - 2:00 pm-4:00 pm.

4:00 pm-9:00 pm: full parade street closures, including the parade route and staging and unloading areas. Attached is a map showing street closures and detour routes for thru traffic labeled Christmas Parade Detour Map - 4:00 pm-9:00 pm.

Streets will be barricaded with traffic control devices and staffed with personnel from the Brenham Police Department and Citizens on Patrol.

Electronic message boards will be placed at Hwy 105 near K&H Toilets detouring thru traffic to Academy Street and Alamo at High Street detouring thru traffic from Burleson to MLK.

The proposed activity that requires these street closures is the 2021 Christmas Stroll & Lighted Parade. The estimated attendance for the event is approximately 4,000 people.

No planned physical modifications of any manmade or natural features in or adjacent to the right of way.



1 inch = 171 feet



Christmas Parade Detour Map - 2:00 pm-4:00 pm





Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Authorizing and Allowing, Under the Act Governing the Texas Municipal Retirement System, 'Updated Service Credits' in Said System on an Annual Basis for Service Performed by Qualifying Members of Such System Who at the Effective Date of the Allowance Are Members of the City of Brenham; and Providing for Increased Prior and Current Service Annuities for Retirees and Beneficiaries of Deceased Retirees of the City

Meeting Type: Regular Meeting-November 04, 2021

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

See attached memo.

ATTACHMENTS:

- (1) Memo from Susan Nienstedt
- (2) TMRS Transmittal Letter
- (3) TMRS Plan Change
- (4) TMRS Ordinance

RECOMMENDED ACTION:

Discuss and possibly act upon an Ordinance on its first reading authorizing and allowing, under the Act governing the Texas Municipal Retirement System, 'Updated Service Credits' in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Brenham; providing for Increased Prior and Current Service Annuities for retirees and beneficiaries of deceased retirees of the City



MEMORANDUM

To: Mayor and City Council

CC: Carolyn Miller
Interim City Manager

From: Susan Nienstedt
Director of HR and Risk Management

Subject: 2022 TMRS Ordinance

Date: November 4, 2021

The Texas Municipal Retirement System (TMRS) is a significant benefit to retired, current and future employees of the City of Brenham. During several budget workshops and the Drive to 2025 Retreat, our retirement plan was identified as a priority. Adopting the ordinance to include an annually repeating annuity (COLA) increase is the first step to building a solid retirement plan. You may recall this referred to in our meetings as the “TMRS True Up”.

One of the primary benefits is an annual annuity (COLA) increase for retirees calculated at 70% of the Consumer Price Index (CPI). Brenham has adopted this plan provision each year for over twenty years on an annual basis. By adopting this portion of our plan on an ad hoc basis only guarantees the annuity increase for the next year and assumes there will not be future annuity increases.

By adopting the TMRS annually repeating annuity increase, the City’s contribution rate will increase from 10.38% to 16.64%, which is included in the adopted budget for FY2021-22. Our TMRS plan funded ratio will decrease to 78.6% which is slightly below the benchmark of 80%. Adopting this Ordinance today allows the City to uphold the intent of future COLA annuity increases for retirees and improve the competitiveness of our retirement plan.



October 22, 2021

Via Email

Ms. Susan Nienstedt
Assistant HR Manager
City of Brenham
P.O. Box 1059
Brenham, TX 77834-1059

Dear Ms. Nienstedt:

As per your request, enclosed is a model ordinance for your city to adopt:

***100% Updated Service Credit, including Transfers,
70% CPI Increases to Annuitants
Annually Repeating***

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize calculation of these benefits; and the Updated Service Credit/Annuity Increase will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

With the adoption of these additional benefits, your city's contribution rate for 2022 will be **16.64%**.

Please send a copy of this ordinance as soon as possible after adoption.

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Mills". The signature is fluid and cursive, with the first and last names clearly legible.

Anthony Mills
Director of City Services



Plan Change Study

GRID 2022

For Informational Purposes Only
Effective Date - January 1, 2022
Report Date - August 23, 2021

00176 Brenham

Proposed Plans

Plan Provisions	Current	1
Deposit Rate	5.00%	5.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes
Annuity Increase	0%	70% (Repeating) ✓
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	None	None
Contribution Rates	2022	2022
Normal Cost Rate	5.04%	6.51%
Prior Service Rate	4.94%	10.13%
Retirement Rate	9.98%	16.64%
Supplemental Death Rate	0.00%	0.00%
Total Rate	9.98%	16.64% ✓
Unfunded Actuarial Liability	\$4,466,447	\$12,993,067
Amortization Period	20 years	20 years
Funded Ratio	91.5%	78.6%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 8 eligible transfer employees on the valuation date.



TMRS-USC T CPI R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF BRENHAM; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Dates of Allowances and Increases. The initial allowance of Updated Service Credit and increase in retirement annuities hereunder shall be effective on **January 1, 2022**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2022**.

Passed and approved this the _____ day of _____, _____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



Regular City Council
AGENDA ITEM 14.

Agenda Item: Section 551-071 - Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding the Global Opioid Litigation Settlement and Associated Issues

Meeting Type: Regular Meeting-November 04, 2021

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

As discussed in Executive Session.



Regular City Council
AGENDA ITEM 15.

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

Meeting Type: Regular Meeting-November 04, 2021

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.



Regular City Council
AGENDA ITEM 16.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-031 Approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms Concerning the Global Opioid Litigation Settlement and Associated Issues

Meeting Type: Regular Meeting-November 04, 2021

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other agreement is with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts will be paid out near the beginning of the 18 year time period. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Mr. Fisher will be able to provide additional details concerning the City of Brenham's estimated share of these funds.

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

To officially join the settlement, the City Council will need to approve Resolution No. R-21-031 which: 1) adopts the Texas Term Sheet and its intrastate allocation schedule; 2) approves the Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and authorizes the Mayor to execute any necessary documentation.

If the Resolution is approved, then the City will complete, execute and return all three documents (the Subdivision Participation Form for JNJ, the Subdivision Settlement Participation Form for Distributors, and Resolution No. R-21-031 adopting the Texas Term Sheet) to the Office of the Attorney General of the State of Texas. The deadline for political subdivisions in Texas to join is January 2, 2022

ATTACHMENTS:

(1) Resolution No. R-21-031

RECOMMENDED ACTION:

Approve Resolution No. R-21-031 approving the Texas Term Sheet (Including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms concerning the Global Opioid Litigation Settlement and associated issues.

RESOLUTION NO. R-21-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, APPROVING THE TEXAS TERM SHEET (INCLUDING THE INTRASTATE ALLOCATION SCHEDULE) AND SUBDIVISION SETTLEMENT PARTICIPATION FORMS CONCERNING THE GLOBAL OPIOID LITIGATION SETTLEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTATION

WHEREAS, the City of Brenham (“City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Attachment “A”; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council for the City of Brenham, Texas support the adoption and approval the Texas Term Sheet in its entirety.

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

1. That the City Council supports the adoption and approval the Texas Term Sheet in its entirety; and
2. That the City Council finds as follows:
 - a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Attachment “A”. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State

of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

3. That the City Council hereby approves the Settlement Participation Forms attached hereto as Attachments “B” and “C”.
4. That the Mayor is authorized to execute any documentation necessary to implement the terms and provisions of this Resolution.

RESOLVED this 4th day of November, 2021.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ATTACHMENT "A"

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

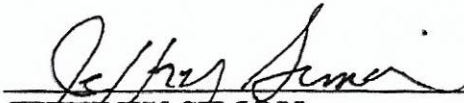


KENNETH PAXTON, JR.
ATTORNEY GENERAL

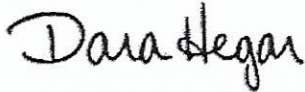
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



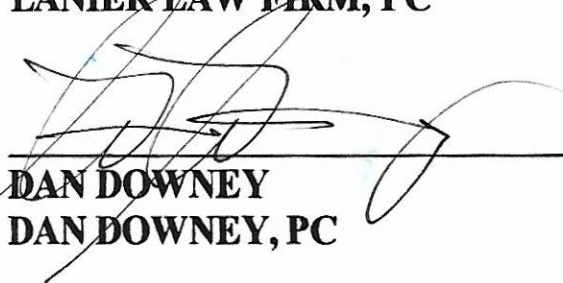
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

ATTACHMENT "B"

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT "C"

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____