



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, AUGUST 3, 2017 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Pyle**
- 3. Service Recognitions**
 - Christopher Bugaj, Gas Department 10 Years
 - William Herrin, Street Department 15 Years
 - Lloyd Powell, Jr., Police Department 20 Years

Special Recognition

 - Texas Public Power Association’s 2017 Gary Brown City Service Award
- 4. Citizens Comments**

WORK SESSION

- 5. Presentation of the 2016 Municipal Court Statistics** **Pages 1-2**
- 6. Discuss and Review the FY2016-17 Second Quarter Financial Report** **Pages 3-21**
- 7. Discussion and Presentation on the Passage of Senate Bill 1004 Related to Small Cellular Network Deployment and the Usage of City of Brenham Right-of-Way by Network Providers** **Page 22**

PUBLIC HEARING

8. **Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas**
Pages 23-28
9. **Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas**
Pages 29-34

REGULAR SESSION

10. **Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas**
Pages 35-38
11. **Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas**
Pages 39-42
12. **Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5170 per \$100 Valuation for the 2017 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law**
Pages 43-45
13. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Acquisition, Operation and Maintenance of Public Safety Computer Hardware and Software System and Authorize the Mayor to Execute Any Necessary Documentation**
Pages 46-109
14. **Administrative/Elected Officials Report**

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

Adjourn

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

CERTIFICATION

I certify that a copy of the August 3, 2017 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on July 31, 2017 at **11:15 AM**.

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 _____, 2017 at _____ AM PM.

Signature

Title



AGENDA ITEM 5

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 26, 2017															
DEPT. OF ORIGIN: Municipal Court	SUBMITTED BY: Rhonda Kuehn															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☐ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☒ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION		☒ WORK SESSION	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:														
☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING														
☐ SPECIAL	☐ CONSENT	☐ 2 ND READING														
☐ EXECUTIVE SESSION	☐ REGULAR	☐ RESOLUTION														
	☒ WORK SESSION															
AGENDA ITEM DESCRIPTION: Presentation of the 2016 Municipal Court Statistics																
SUMMARY STATEMENT: The Municipal Court statistics will be discussed and presented by Municipal Court Administrator Rhonda Kuehn.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Municipal Court Statistics																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: None - discussion only.																
APPROVALS: Carolyn D. Miller																

MUNICIPAL COURT STATISTICS						
	FY13	FY14	FY15	FY16	FY 17 (Oct-Jun)	
Total Cases Filed	4081	4401	6746	6689	3990	
Traffic Misdemeanors						
Non-Parking	2,091	2,544	4,527	4,434	2,434	
Parking	39	105	159	41	14	
Dispositions Prior to Court Appearance or Trial	1,991	1,838	2,357	2,579	1,350	
Dispositions at Court Appearance or Trial	159	123	110	91	74	
Cases Dismissed	1,241	781	1,583	1,937	826	
Non-Traffic Misdemeanors						
Penal Code	243	219	240	262	174	
State Law	1,535	1,376	1,687	1,785	1,200	
City Ordinance	173	157	133	167	168	
Dispositions Prior to Court Appearance or Trial	1,426	1,307	1,152	1,280	940	
Dispositions at Court Appearance or Trial	370	372	218	204	163	
Cases Dismissed	678	580	467	638	369	
Juvenile Activity	160	101	127	102	89	
Warrants Issued	2,042	1,428	1,624	2,197	1,875	
Total Revenue Collected	\$ 799,954	\$ 873,606	\$ 1,176,006	\$ 1,312,736	\$ 788,493	
Total Remitted to State	\$ 220,994	\$ 260,631	\$ 392,958	\$ 416,196	\$ 242,751	
General Gov't Revenues	\$ 578,955	\$ 612,969	\$ 783,048	\$ 896,540	\$ 545,742	



AGENDA ITEM 6

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 28, 2017	
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Review FY2016-17 Second Quarter Financial Report		
SUMMARY STATEMENT: See attached Financial Performance Report and Financial Statements for General Fund and Five Utility Funds		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) FY2016-17 Second Quarter Financial Report from CFO; and (2) Financial Performance Reports for General Fund and Five Utility Funds		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION:		
APPROVALS: Terry K. Roberts		



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager - Chief Financial Officer

Subject: FY2016-17 Second Quarter Financial Report

Date: August 3, 2017

The Finance Division is pleased to provide financial performance reports for the quarter ending March 31, 2017. The General Fund and the five major utility funds are presented. The General Fund includes a comparison of the second quarter actual versus the prior year and a comparison to budget. The utility funds include a second quarter comparison of actual to budget and a comparison to the annual budget. We are also presenting the Electric and Gas Funds without the impact of wholesale power/commodity costs and the associated pass-thru revenue.

Actual to Budget Comparison

Relative to budget, the City experienced favorable performance in all funds except for the Gas Fund for the quarter ended March 31, 2017. The City of Brenham's financial performance continues to be positive and no unusual or unanticipated trends are noted.

FINANCIAL PERFORMANCE SUMMARY

Fund	For Period Ending March 31, 2017				
	YTD Revenues	YTD Expenditures	Actual Net Revenues (Loss)	Budgeted Net Revenues (Loss)	Actual to Budget Comparison
General	\$ 8,191,979	\$ 7,707,650	\$ 484,329	\$ 183,101	\$ 301,228
Electric Distribution	\$ 3,192,365	\$ 3,267,417	\$ (75,052)	\$ (156,656)	\$ 81,604
Gas Distribution	\$ 741,805	\$ 679,735	\$ 62,069	\$ 196,388	\$ (134,319)
Water	\$ 1,911,743	\$ 1,963,634	\$ (51,890)	\$ (284,872)	\$ 232,981
Wastewater	\$ 1,802,802	\$ 1,710,900	\$ 91,902	\$ (24,722)	\$ 116,624
Sanitation	\$ 1,423,385	\$ 1,381,804	\$ 41,582	\$ (179,539)	\$ 221,120

GENERAL FUND

The General Fund posted actual net revenues of \$484,329 compared to a budget of \$183,101 which was mainly attributable to lower expenditures in operating departments.

Revenues of \$8,191,979 were on track with budget showing a small favorable variance of \$118. Notable variances are detailed below:

- Property taxes are higher than budget by \$45,472;
- Sales taxes are ahead by \$120,523;
- Franchise taxes paid to the General Fund are behind budget by \$38,976;
- Licenses, permits and fees are behind budget by \$45,172 due to a decline in municipal court revenue; and
- Miscellaneous revenues are ahead of budget by \$94,424 due to Hot Nights Cool Tunes sponsorships, interest earnings on investments, and proceeds from WCAD from sale of properties; and
- Transfers from the utility funds for shared services are lower than budget by \$141,516.

Operating expenditures of \$7,707,650 were favorable to budget by \$301,110 and specific categories are detailed below:

- Over 69% of the variance is attributable to Personnel which is under budget by \$254,865 from vacant positions in the Parks Department, Police Department, Streets, Maintenance, and Aquatics;
- Supplies are under budget by \$42,046 due primarily to lower fuel costs;
- Maintenance category is under budget by \$59,500 primarily due to contra-expense for equipment used for capital street projects.

Capital expenditures are tracked in Fund 236 Equipment Fund and are presented in Exhibit I.

ELECTRIC DISTRIBUTION

The Electric Fund had favorable to budget distribution net revenues of \$81,604 for the second quarter due mainly to lower departmental expenditures and transfers. Detail information is provided below:

- Total distribution revenues were favorable to budget by \$18,554 due mainly to interest earnings on investments;
- Departmental expenditures were favorable to budget by \$71,647 due to savings in personnel and the services categories; and
- Transfers to General Fund for shared services were lower than budget by \$56,148.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

GAS DISTRIBUTION

For the second quarter, the Gas Fund distribution posted unfavorable to budget net revenues of \$134,319 due primarily to lower consumption. Detail information is provided below:

- Total revenues were lower than budget by \$225,601 due to mild winter weather and the delayed startup of Valmont galvanizing plant;
- Departmental expenditures were lower than budget by \$19,700;
- Lower revenues reduce the franchise taxes paid to the General Fund which were lower than budget by \$51,984; and
- Transfers to General Fund for shared services were lower than budget by \$21,080.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

WATER FUND

The Water Fund experienced favorable to budget net revenues of \$232,981 for the second quarter mainly due to capital projects which were scheduled for the second quarter but were not completed. Combined operations for water treatment, water construction and debt service requirements were at a \$20,667 favorable level. Detail information is provided below:

- Other revenues were unfavorable by \$40,207 due to the loss on disposal of the lake generator which was replaced;
- Department expenditures were favorable by \$26,397; savings in supplies and maintenance were offset by unfavorable expenditures in the services category for bond issuance costs from the GO Refunding bonds which were issued in October 2016; and
- Transfers to General Fund for shared services were lower than budget by \$27,884.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

WASTEWATER FUND

Net revenues compared to budget for the Wastewater Fund were favorable by \$116,624 due to higher consumption revenues enhanced by lower departmental expenditures and transfers. Detail information is provided below:

- Utility revenues were ahead of budget by \$61,112 due to higher volumes of treated effluent in the commercial and multi-occupancy lines;
- Departmental expenditures were lower than budget by \$11,708; savings in personnel were offset by unfavorable expenditures in the services category for electric usage; and
- Transfers to General Fund for shared services were lower than budget by \$17,684.

SANITATION FUND

The combined operations of the Sanitation Fund posted favorable to budget net revenues of \$221,120 for the second quarter mainly due to capital projects which were scheduled for the second quarter but were not completed. In the Sanitation Fund, operating resources are derived from four business units: Residential Collections, Collection Station, Transfer Station and Recycling Center. The combined operations were at a breakeven point at mid-year. Unfavorable revenues were offset by favorable expenditures.

- Revenues for the Transfer Station were unfavorable to budget by \$79,317 due primarily from significantly lower tonnage from Progressive Waste;
- Combined departmental expenditures were favorable to budget by \$79,771 due to savings in the supplies, maintenance and services categories; and
- Transfers to General Fund for shared services were lower than budget by \$18,184.

Capital expenditures are shown on the second page of the 2nd quarter financial report.

CONCLUSION

As noted in the opening paragraph, the actual to budget variance was favorable in all funds for the second quarter of FY17 except for the Gas Fund. The City of Brenham's financial performance continues to be positive and no unusual or unanticipated trends are noted.

After you have reviewed this quarterly financial performance report, should you have any questions or comments prior to the council meeting, please do not hesitate to contact Terry Roberts, Lowell Ogle, Debbie Gaffey or me directly.

NOTE: The financial performance reports for the General Fund and five utility funds are attached to this memorandum, and are an integral part of the quarterly financial performance report.

GENERAL FUND

2ND QUARTER PERFORMANCE



EXHIBIT A

TOTAL OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE		BUD FY17	ACT FY17	VARIANCE
REVENUES						
3,375,757	3,677,547	301,791	PROPERTY TAX	3,590,881	3,677,547	86,666
(1,637,315)	(1,748,018)	(110,703)	- DEFERRED PROP TAX (1)	(1,706,824)	(1,748,018)	(41,194)
2,324,807	2,404,190	79,383	SALES TAX (2)	2,283,667	2,404,190	120,523
1,056,990	1,143,048	86,058	UTILITIES FRANCHISE TAX	1,182,024	1,143,048	(38,976)
280,470	248,139	(32,331)	OTHER TAXES	290,040	248,139	(41,901)
5,400,709	5,724,906	324,197	SUBTOTAL TAXES	5,639,788	5,724,906	85,118
597,088	510,172	(86,916)	LICENSES, PERMITS & FEES	555,344	510,172	(45,172)
291,589	226,513	(65,076)	MISCELLANEOUS	132,089	226,513	94,424
43,112	46,770	3,657	AQUATICS	45,806	46,770	964
9,606	14,467	4,861	ANIMAL CONTROL	10,726	14,467	3,742
6,342,104	6,522,827	180,723	TOTAL REVENUES	6,383,752	6,522,827	139,075
1,400,638	1,523,794	123,156	TRANSFERS-IN	1,665,310	1,523,794	(141,516)
218,570	145,357	(73,213)	INTERLOCAL AGREEMENTS	142,798	145,357	2,559
7,961,312	8,191,979	230,667	TOTAL OP RESOURCES	8,191,860	8,191,979	118

(1) Approximately 95% of property tax revenue is collected in the first quarter. A portion is deferred to cover operating expenditures later in the year.

(2) Reflects October 2016 to March 2017 sales tax collected in December 2016 to May 2017.

EXHIBIT B

TOTAL USES OF OPERATING RESOURCES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE		BUD FY17	ACT FY17	VARIANCE
EXPENDITURES						
6,744,467	7,363,815	(619,349)	OPERATING DEPTS	7,731,206	7,363,815	367,391
259,453	319,581	(60,128)	NON-DEPT DIRECT	254,510	319,581	(65,071)
16,829	24,253	(7,424)	NON-DEPT MISC (3)	23,043	24,253	(1,210)
7,020,749	7,707,650	(686,901)	TOTAL EXPENDITURES	8,008,759	7,707,650	301,110
0	0	0	TRANSFERS-OUT	0	0	0
7,020,749	7,707,650	(686,901)	TOTAL USES OP RESOURCES	8,008,759	7,707,650	301,110

(3) Excludes uncollectible accounts.

GENERAL FUND

2ND QUARTER PERFORMANCE



EXHIBIT C

NET REVENUES

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE		BUD FY17	ACT FY17	VARIANCE
7,961,312	8,191,979	230,667	TOTAL OP RESOURCES	8,191,860	8,191,979	118
7,020,749	7,707,650	(686,901)	TOTAL USES OP RESOURCES	8,008,759	7,707,650	301,110
940,563	484,329	(456,234)	NET REVENUES	183,101	484,329	301,228

EXHIBIT D

UNRESTRICTED FUND BALANCE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE		BUD FY17	ACT FY17	VARIANCE
4,018,236	4,113,901	95,664	BEGINNING BALANCE	4,113,901	4,113,901	0
940,563	484,329	(456,234)	NET REVENUES	183,101	484,329	301,228
0	0	0	NON-BUDGET/CAFR ADJS	0	0	0
4,958,799	4,598,230	(360,570)	ENDING BALANCE	4,297,002	4,598,230	301,228

EXHIBIT E

DAYS COVERAGE

ACTUAL VERSUS PRIOR YEAR				ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)		YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE		BUD FY17	ACT FY17	VARIANCE
			CALCULATION			
6,342,104	6,522,827	180,723	REVENUES	6,383,752	6,522,827	139,075
218,570	145,357	(73,213)	INTERLOCAL AGREEMENTS	142,798	145,357	2,559
6,560,674	6,668,184	107,511	TOTAL RESOURCES	6,526,550	6,668,184	141,634
35,949	36,538	589	RESOURCES PER DAY (365) (4)	35,762	36,538	776
4,958,799	4,598,230	(360,570)	ACTUAL RESERVES	4,297,002	4,598,230	301,228
3,235,401	3,288,420	53,019	90-DAY POLICY	3,218,573	3,288,420	69,847
1,723,399	1,309,810	(413,589)	EXCESS/(SHORTFALL)	1,078,429	1,309,810	231,381
138	126	(12)	DAYS COVERAGE	120	126	6

(4) Annualized

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT F

DEPARTMENT EXPENDITURES BY CATEGORY

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE	BUD FY17	ACT FY17	VARIANCE
EXPENSE CATEGORY					
4,762,162	5,067,356	(305,194)	5,322,221	5,067,356	254,865
332,497	415,270	(82,773)	457,316	415,270	42,046
353,980	361,622	(7,642)	421,122	361,622	59,500
888,761	948,620	(59,859)	960,061	948,620	11,440
46,766	190,911	(144,145)	153,976	190,911	(36,935)
360,300	380,036	(19,736)	416,511	380,036	36,475
6,744,467	7,363,815	(619,349)	7,731,206	7,363,815	367,391
TOTAL					

EXHIBIT G

DEPARTMENT EXPENDITURES BY DEPARTMENT

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE	BUD FY17	ACT FY17	VARIANCE
DEPARTMENT					
400,373	376,664	23,709	413,723	376,664	37,059
201,761	222,394	(20,634)	222,941	222,394	546
88,477	105,394	(16,916)	107,296	105,394	1,902
51,854	66,053	(14,199)	70,624	66,053	4,571
37,141	64,102	(26,961)	97,423	64,102	33,321
302,071	347,271	(45,201)	354,485	347,271	7,213
445,009	448,295	(3,286)	449,567	448,295	1,272
127,238	130,171	(2,933)	131,632	130,171	1,461
507,628	556,015	(48,387)	655,560	556,015	99,545
486,499	523,305	(36,807)	568,435	523,305	45,130
171,736	281,777	(110,041)	277,414	281,777	(4,363)
42,047	29,082	12,965	36,053	29,082	6,970
122,312	172,264	(49,952)	171,036	172,264	(1,228)
260,257	287,396	(27,139)	320,927	287,396	33,531
228,492	240,823	(12,331)	247,062	240,823	6,239
1,765,174	1,907,845	(142,672)	1,938,654	1,907,845	30,808
770,932	837,203	(66,270)	881,738	837,203	44,535
149,972	177,922	(27,950)	178,375	177,922	453
207,791	220,827	(13,036)	212,274	220,827	(8,553)
135,114	129,541	5,573	127,536	129,541	(2,005)
242,590	239,470	3,120	268,453	239,470	28,983
6,744,467	7,363,815	(619,349)	7,731,206	7,363,815	367,391
TOTAL					

**GENERAL FUND
2ND QUARTER PERFORMANCE**



EXHIBIT H

CAPITAL EXPENDITURE DETAIL

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE	BUD FY17	ACT FY17	VARIANCE
ITEM					
2,284	0	2,284	0	0	0
12,480	0	12,480	0	0	0
878	0	878	0	0	0
268	0	268	0	0	0
2,932	0	2,932	0	0	0
1,646	0	1,646	0	0	0
26,279	92,748	(66,469)	79,700	92,748	(13,048)
0	6,500	(6,500)	5,500	6,500	(1,000)
0	1,336	(1,336)	1,500	1,336	164
0	27,670	(27,670)	0	27,670	(27,670)
0	11,799	(11,799)	11,800	11,799	1
0	3,705	(3,705)	4,000	3,705	295
0	10,851	(10,851)	10,000	10,851	(851)
0	1,956	(1,956)	5,000	1,956	3,044
0	17,265	(17,265)	18,000	17,265	736
0	1,575	(1,575)	0	1,575	(1,575)
0	11,762	(11,762)	14,700	11,762	2,938
0	0	0	0	0	0
0	248	(248)	0	248	(248)
0	1,978	(1,978)	2,076	1,978	98
0	1,520	(1,520)	1,700	1,520	180
0	0	0	0	0	0
46,766	190,911	(144,145)	153,976	190,911	(36,935)
TOTAL					

EXHIBIT I

CAPITAL EXPENDITURE DETAIL - FUND 236 EQUIPMENT FUND

ACTUAL VERSUS PRIOR YEAR			ACTUAL VERSUS BUDGET		
YTD	YTD	FAV/(UNFAV)	YTD	YTD	FAV/(UNFAV)
ACT FY16	ACT FY17	VARIANCE	BUD FY17	ACT FY17	VARIANCE
ITEM					
6,878	0	6,878	0	0	0
48,710	0	48,710	0	0	0
8,955	0	8,955	0	0	0
15,356	0	15,356	0	0	0
120,994	0	120,994	0	0	0
20,122	0	20,122	0	0	0
24,895	0	24,895	0	0	0

GENERAL FUND
2ND QUARTER PERFORMANCE



0	3,300	(3,300) DEPT 122 - PERMIT/INSPECTION SOFTWARE	57,728	3,300	54,428
0	17,390	(17,390) DEPT 141 - THERMO PAINT STRIPER	17,500	17,390	110
0	62,132	(62,132) DEPT 144 - 10' ROTARY MOWER	63,000	62,132	868
0	56,211	(56,211) DEPT 144 - 8' REEL MOWER	57,000	56,211	789
0	32,780	(32,780) DEPT 144 - 6' ROTARY MOWER	33,000	32,780	220
0	11,325	(11,325) DEPT 146 - MICROFILM READER	15,000	11,325	3,675
0	50,597	(50,597) DEPT 151 - POLICE VEHICLES	240,000	50,597	189,403
0	46,834	(46,834) DEPT 152 - 1 TON CREW CAB 4X4 TRUCK	55,300	46,834	8,466
245,910	280,568	(34,658) TOTAL	538,528	280,568	257,960

CITY OF BRENHAM
ELECTRIC FUND DISTRIBUTION
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
DISTRIBUTION CONSUMPTION REVENUES	2,636,815	2,645,605	(8,790)	-0.3%	5,800,594	45.5%
OTHER DISTRIBUTION REVENUES	278,592	251,248	27,345	10.9%	542,234	51.4%
TOTAL DISTRIBUTION REVENUES	2,915,407	2,896,853	18,554	0.6%	6,342,828	46.0%
TRANSFERS-IN	276,958	299,535	(22,577)	-7.5%	601,895	46.0%
TOTAL FUNDING RESOURCES	3,192,365	3,196,387	(4,023)	-0.1%	6,944,723	46.0%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES (DEPTS 100, 110, 132, 160, 161)						
- PERSONNEL & BENEFITS	941,974	966,917	24,943	2.6%	2,097,163	44.9%
- SUPPLIES (FUEL, COMPUTERS, ETC)	64,401	70,112	5,711	8.1%	128,052	50.3%
- MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	35,623	43,155	7,532	17.5%	104,050	34.2%
- SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	169,555	197,995	28,440	14.4%	391,756	43.3%
- NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	15,978	14,750	(1,228)	-8.3%	27,250	58.6%
- SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	55,910	62,160	6,250	10.1%	141,840	39.4%
TOTAL DEPARTMENT EXPENDITURES	1,283,441	1,355,089	71,647	5.3%	2,890,111	44.4%
FRANCHISE FEE (27% CONSUMPTION REVENUES)	711,940	714,313	2,373	0.3%	1,566,160	45.5%
TRANSFERS TO GENERAL FUND (FOR SHARED SERVICES)	843,587	899,735	56,148	6.2%	1,799,073	46.9%
TOTAL OPERATING EXPENDITURES	2,838,968	2,969,137	130,168	4.4%	6,255,344	45.4%
DEBT SERVICE						
CURRENT DEBT SCHEDULE (ACCRUAL BASIS)	68,463	75,757	7,294	9.6%	146,897	46.6%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	2,907,431	3,044,894	137,463	4.5%	6,402,241	45.4%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	284,934	151,494	133,440	88.1%	542,482	52.5%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	359,986	308,150	(51,836)	-16.8%	739,350	48.7%
RESERVE CONTRIBUTIONS (RESERVE USES)	(75,052)	(156,656)	81,604	-52.1%	(196,868)	38.1%
POWER COSTS OVER/(UNDER) COLLECTION	337,105	(318,138)	655,243	-206.0%	96,659	348.8%

CITY OF BRENHAM
ELECTRIC FUND DISTRIBUTION
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
100 NON-DEPT DIRECT						
SERVICES <i>(BOND ISSUE COSTS)</i>	45,885	0	(45,885)	NA	0	NA
110 NON-DEPT MISC						
SUNDRY <i>(UNCOLLECTIBLE ACCTS, INVENTORY ADJ, CREDIT CD FEES)</i>	22,422	25,500	3,078	12.1%	84,000	26.7%
132 UTILITY BILLING/CUSTOMER SVC						
PERSONNEL	151,017	159,320	8,303	5.2%	347,644	43.4%
SUPPLIES	27,487	27,382	(105)	-0.4%	47,780	57.5%
MAINTENANCE	0	0	0	NA	0	NA
SERVICES	55,220	49,918	(5,302)	-10.6%	70,281	78.6%
NON CAPITAL	556	1,700	1,144	NA	1,700	32.7%
CAPITAL	0	0	0	NA	0	NA
SUNDRY	970	1,220	250	20.5%	2,700	35.9%
TOTAL	235,250	239,540	4,290	1.8%	470,105	50.0%
160 PUBLIC UTILITIES						
PERSONNEL	375,481	381,467	5,987	1.6%	828,822	45.3%
SUPPLIES	7,758	13,461	5,703	42.4%	23,121	33.6%
MAINTENANCE	70	415	345	83.1%	1,000	7.0%
SERVICES	32,297	62,141	29,844	48.0%	65,754	49.1%
NON CAPITAL	1,520	1,700	180	10.6%	1,700	89.4%
CAPITAL <i>(REPLACEMENT OF SCADA RADIO SYSTEM PHASE 1)</i>	0	18,000	18,000	NA	18,000	0.0%
SUNDRY	5,813	7,360	1,547	21.0%	13,300	43.7%
TOTAL	422,940	484,544	61,605	12.7%	951,697	44.4%
161 ELECTRIC						
PERSONNEL	415,475	426,129	10,654	2.5%	920,697	45.1%
SUPPLIES	29,156	29,269	113	0.4%	57,151	51.0%
MAINTENANCE	35,553	42,740	7,187	16.8%	103,050	34.5%
SERVICES	36,153	85,936	49,783	57.9%	255,721	14.1%
NON CAPITAL	13,902	11,350	(2,552)	-22.5%	23,850	58.3%
CAPITAL <i>(SEE BELOW)</i>	359,986	290,150	(69,836)	-24.1%	721,350	49.9%
SUNDRY	26,705	28,080	1,375	4.9%	41,840	63.8%
TOTAL	916,931	913,654	(3,277)	-0.4%	2,123,659	43.2%
161 ELECTRIC CAPITAL DETAIL						
UTILITY LINES	43,651	71,000	27,349	38.5%	143,000	30.5%
UTILITY LINE-CONTINGENCY	59,775	32,400	(27,375)	-84.5%	65,000	92.0%
UTILITY LINES-CONTRACTORS	79,668	0	(79,668)	NA	210,000	37.9%
TRANSFORMERS	119,668	72,000	(47,668)	-66.2%	170,000	70.4%
METERS	3,165	9,600	6,435	67.0%	10,000	31.6%
SVC INSTALL	3,140	5,000	1,860	37.2%	10,000	31.4%
STREET LIGHTS/SIGNALS	4,616	5,100	484	9.5%	10,000	46.2%
VEHICLES/LARGE EQUIPMENT	46,058	86,950	40,892	NA	86,950	53.0%
SCADA/COMMUNICATIONS	0	3,100	3,100	100.0%	6,400	0.0%
FIBER EXPANSION	246	5,000	4,754	NA	10,000	2.5%
TOTAL	359,986	290,150	(69,836)	-24.1%	721,350	49.9%

CITY OF BRENHAM
GAS FUND DISTRIBUTION
FY17 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
\$						
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
DISTRIBUTION CONSUMPTION REVENUES	726,717	959,256	(232,539)	-24.2%	1,596,368	45.5%
OTHER DISTRIBUTION REVENUES	15,088	8,150	6,938	85.1%	16,300	92.6%
TOTAL DISTRIBUTION REVENUES	741,805	967,406	(225,601)	-23.3%	1,612,668	46.0%
TRANSFERS-IN	0	0	0	NA	3,700	0.0%
TOTAL FUNDING RESOURCES	741,805	967,406	(225,601)	-23.3%	1,616,368	45.9%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES <i>(DEPTS 100, 110, 162)</i>						
- PERSONNEL & BENEFITS	174,746	182,437	7,690	4.2%	394,379	44.3%
- SUPPLIES <i>(FUEL, COMPUTERS, ETC)</i>	6,885	10,726	3,841	35.8%	18,961	36.3%
- MAINTENANCE <i>(VEHICLES, EQUIPMENT, PLANT, ETC)</i>	11,947	19,600	7,653	39.0%	33,450	35.7%
- SERVICES <i>(UTILITIES, CONSULTANTS, CONTRACTS, ETC)</i>	17,781	21,648	3,867	17.9%	130,344	13.6%
- NON CAPITAL <i>(SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)</i>	18,078	14,670	(3,408)	-23.2%	23,670	76.4%
- SUNDRY <i>(UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)</i>	7,394	7,451	57	0.8%	12,955	57.1%
TOTAL DEPARTMENT EXPENDITURES	236,832	256,532	19,700	7.7%	613,759	38.6%
FRANCHISE FEE <i>(7% CONSUMPTION REVENUES)</i>	109,799	161,783	51,984	32.1%	257,354	42.7%
TRANSFERS TO GENERAL FUND <i>(FOR SHARED SERVICES)</i>	170,043	191,123	21,080	11.0%	385,103	44.2%
TRANSFERS TO ELECTRIC FUND <i>(FOR SHARED SERVICES)</i>	81,548	89,427	7,879	8.8%	175,594	46.4%
TOTAL OPERATING EXPENDITURES	598,222	698,864	100,642	14.4%	1,431,810	41.8%
DEBT SERVICE						
CURRENT DEBT SCHEDULE <i>(ACCRUAL BASIS)</i>	1,017	982	(35)	-3.5%	982	103.5%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	599,239	699,846	100,608	14.4%	1,432,792	41.8%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	142,566	267,559	(124,994)	-46.7%	183,576	77.7%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	80,496	71,171	(9,325)	-13.1%	122,146	65.9%
RESERVE CONTRIBUTIONS (RESERVE USES)	62,069	196,388	(134,319)	-68.4%	61,430	101.0%
COMMODITY COSTS OVER/(UNDER) COLLECTION	(11,884)	13,385	(25,270)	-188.8%	20,595	-57.7%

**CITY OF BRENHAM
GAS FUND DISTRIBUTION
FY17 2ND QUARTER PERFORMANCE**

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS, INVENTORY ADJ, CREDIT CD FEES)	1,773	1,000	(773)	-77.3%	7,000	25.3%
160 GAS CAPITAL DETAIL						
UTILITY LINES	4,594	34,221	29,627	86.6%	45,746	10.0%
UTILITY LINE-CONTINGENCY	32,153	4,500	(27,653)	-614.5%	26,000	123.7%
METERS	21,773	10,200	(11,573)	NA	20,400	106.7%
SVC INSTALL	6,351	5,000	(1,351)	-27.0%	10,000	63.5%
GAS REGULATORS	2,077	2,750	673	24.5%	5,500	37.8%
VEHICLES/LARGE EQUIPMENT	13,548	14,500	952	6.6%	14,500	93.4%
TOTAL	80,496	71,171	(9,325)	-13.1%	122,146	65.9%

CITY OF BRENHAM
WATER FUND
FY17 2ND QUARTER PERFORMANCE

	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
\$						
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
CONSUMPTION REVENUES	1,889,850	1,897,301	(7,451)	-0.4%	4,155,640	45.5%
OTHER REVENUES	21,893	62,100	(40,207)	-64.7%	400,700	5.5%
TOTAL DISTRIBUTION REVENUES	1,911,743	1,959,401	(47,658)	-2.4%	4,556,340	42.0%
TRANSFERS-IN	0	0	0	NA	15,200	0.0%
TOTAL FUNDING RESOURCES	1,911,743	1,959,401	(47,658)	-2.4%	4,571,540	41.8%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES <i>(DEPTS 100, 110, 163, 164)</i>						
- PERSONNEL & BENEFITS	324,446	320,550	(3,897)	-1.2%	692,544	46.8%
- SUPPLIES <i>(FUEL, COMPUTERS, ETC)</i>	115,452	147,620	32,168	21.8%	315,898	36.5%
- MAINTENANCE <i>(VEHICLES, EQUIPMENT, PLANT, ETC)</i>	63,188	114,122	50,934	44.6%	235,150	26.9%
- SERVICES <i>(UTILITIES, CONSULTANTS, CONTRACTS, ETC)</i>	248,590	186,247	(62,342)	-33.5%	360,428	69.0%
- NON CAPITAL <i>(SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)</i>	37,482	44,500	7,018	15.8%	57,915	64.7%
- SUNDRY <i>(UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)</i>	13,163	15,678	2,515	16.0%	35,577	37.0%
TOTAL DEPARTMENT EXPENDITURES	802,320	828,717	26,397	3.2%	1,697,512	47.3%
FRANCHISE FEE <i>(7% CONSUMPTION REVENUES)</i>	132,290	132,811	521	0.4%	290,895	45.5%
PURCHASE COSTS <i>(4200 ACRE FEET)</i>	151,200	151,200	0	0.0%	302,400	50.0%
TRANSFERS TO GENERAL FUND <i>(FOR SHARED SERVICES)</i>	173,358	201,242	27,884	13.9%	409,515	42.3%
TRANSFERS TO ELECTRIC FUND <i>(FOR SHARED SERVICES)</i>	102,575	109,671	7,096	6.5%	215,307	47.6%
TOTAL OPERATING EXPENDITURES	1,361,743	1,423,641	61,898	4.3%	2,915,629	46.7%
DEBT SERVICE						
CURRENT DEBT SCHEDULE <i>(ACCRUAL BASIS)</i>	478,924	437,693	(41,231)	-9.4%	875,354	54.7%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,840,667	1,861,333	20,667	1.1%	3,790,983	48.6%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	71,076	98,067	(26,991)	-27.5%	780,557	9.1%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	122,967	382,939	259,972	67.9%	788,108	15.6%
RESERVE CONTRIBUTIONS (RESERVE USES)	(51,890)	(284,872)	232,981	-81.8%	(7,551)	687.2%

CITY OF BRENHAM
WATER FUND
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
100 NON-DEPT DIRECT						
SERVICES (BOND AGT FEES & ISSUANCE COSTS)	111,105	0	(111,105)	NA	750	14814.0%
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS & INVENTORY ADJ)	3,464	5,000	1,537	30.7%	17,500	19.8%
163 WATER TREATMENT DEPT						
PERSONNEL & BENEFITS	213,991	211,777	(2,214)	-1.0%	457,963	46.7%
SUPPLIES (FUEL, COMPUTERS, ETC)	108,018	136,780	28,762	21.0%	297,815	36.3%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	38,062	67,842	29,780	43.9%	142,600	26.7%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	129,602	170,973	41,371	24.2%	311,264	41.6%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	30,000	30,000	NA	30,000	0.0%
CAPITAL (SEE BELOW)	67,103	252,970	185,867	73.5%	492,970	13.6%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	7,179	7,020	(159)	-2.3%	11,264	63.7%
TOTAL	563,956	877,362	313,407	35.7%	1,743,876	32.3%
164 WATER CONSTRUCTION DEPT						
PERSONNEL & BENEFITS	110,456	108,773	(1,683)	-1.5%	234,581	47.1%
SUPPLIES (FUEL, COMPUTERS, ETC)	7,433	10,840	3,407	31.4%	18,083	41.1%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	25,125	46,280	21,155	45.7%	92,550	27.1%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	7,883	15,274	7,392	48.4%	48,414	16.3%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	37,482	14,500	(22,982)	-158.5%	27,915	134.3%
CAPITAL (SEE BELOW)	55,864	129,969	74,105	57.0%	295,138	18.9%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	2,520	3,658	1,138	31.1%	6,813	37.0%
TOTAL	246,763	329,294	82,531	25.1%	723,494	34.1%
163 WATER TREATMENT CAPITAL DETAIL						
UTILITY PLANTS	24,033	210,000	185,967	88.6%	450,000	5.3%
MACHINERY/EQUIPMENT	43,070	42,970	(100)	-0.2%	42,970	100.2%
TOTAL	67,103	252,970	185,867	73.5%	492,970	13.6%
164 WATER CONSTRUCTION CAPITAL DETAIL						
UTILITY LINES	13,253	79,069	65,816	83.2%	158,138	8.4%
UTILITY LINE-CONTINGENCY	2,644	24,900	22,256	89.4%	50,000	5.3%
METERS	19,900	16,000	(3,900)	-24.4%	30,000	66.3%
SVC INSTALL	20,067	10,000	(10,067)	-100.7%	19,000	105.6%
VEHICLES/LARGE EQUIPMENT	0	0	0	NA	38,000	0.0%
TOTAL	55,864	129,969	74,105	57.0%	295,138	18.9%

**CITY OF BRENHAM
WASTEWATER FUND
FY17 2ND QUARTER PERFORMANCE**

	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
\$						
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
CONSUMPTION REVENUES	1,726,206	1,665,094	61,112	3.7%	3,330,188	51.8%
OTHER REVENUES	76,596	76,611	(14)	0.0%	155,721	49.2%
TOTAL DISTRIBUTION REVENUES	1,802,802	1,741,704	61,098	3.5%	3,485,909	51.7%
TRANSFERS-IN	0	0	0	NA	6,000	0.0%
TOTAL FUNDING RESOURCES	1,802,802	1,741,704	61,098	3.5%	3,491,909	51.6%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
DEPARTMENT EXPENDITURES <i>(DEPTS 100, 110, 165, 166)</i>						
- PERSONNEL & BENEFITS	199,175	233,316	34,141	14.6%	502,548	39.6%
- SUPPLIES <i>(FUEL, COMPUTERS, ETC)</i>	60,650	61,790	1,140	1.8%	121,090	50.1%
- MAINTENANCE <i>(VEHICLES, EQUIPMENT, PLANT, ETC)</i>	128,997	125,001	(3,996)	-3.2%	206,580	62.4%
- SERVICES <i>(UTILITIES, CONSULTANTS, CONTRACTS, ETC)</i>	249,591	221,806	(27,785)	-12.5%	534,442	46.7%
- NON CAPITAL <i>(SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)</i>	11,948	21,372	9,424	44.1%	21,572	55.4%
- SUNDRY <i>(UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)</i>	23,954	22,738	(1,216)	-5.3%	33,738	71.0%
TOTAL DEPARTMENT EXPENDITURES	674,315	686,023	11,708	1.7%	1,419,970	47.5%
FRANCHISE FEE <i>(7% CONSUMPTION REVENUES)</i>	120,834	116,557	(4,277)	-3.7%	233,113	51.8%
TRANSFERS TO GENERAL FUND <i>(FOR SHARED SERVICES)</i>	109,651	127,335	17,684	13.9%	259,149	42.3%
TRANSFERS TO ELECTRIC FUND <i>(FOR SHARED SERVICES)</i>	55,523	59,363	3,840	6.5%	116,542	47.6%
TOTAL OPERATING EXPENDITURES	960,323	989,278	28,955	2.9%	2,028,774	47.3%
DEBT SERVICE						
CURRENT DEBT SCHEDULE <i>(ACCRUAL BASIS)</i>	666,450	679,134	12,683	1.9%	1,363,229	48.9%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,626,773	1,668,411	41,638	2.5%	3,392,003	48.0%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	176,029	73,293	102,736	140.2%	99,906	176.2%
CAPITAL - REVENUE OR RESERVE FUNDING REQUIREMENTS	84,127	98,015	13,888	14.2%	110,710	76.0%
RESERVE CONTRIBUTIONS (RESERVE USES)	91,902	(24,722)	116,624	-471.7%	(10,804)	-850.6%

CITY OF BRENHAM
WASTEWATER FUND
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
110 NON-DEPT MISC						
SUNDRY (UNCOLLECTIBLE ACCTS & INVENTORY ADJ)	149	0	(149)	NA	10,000	1.5%
165 WASTEWATER CONSTRUCTION DEPT						
PERSONNEL & BENEFITS	45,007	73,178	28,171	38.5%	157,213	28.6%
SUPPLIES (FUEL, COMPUTERS, ETC)	5,378	6,688	1,310	19.6%	13,308	40.4%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	20,239	17,736	(2,503)	-14.1%	65,230	31.0%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	3,411	3,657	246	6.7%	6,922	49.3%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	210	300	90	NA	500	42.0%
CAPITAL (SEE BELOW)	34,227	98,015	63,788	65.1%	110,710	30.9%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	3,078	4,205	1,127	26.8%	4,605	66.8%
TOTAL	111,551	203,779	92,228	45.3%	358,488	31.1%
166 WASTEWATER TREATMENT DEPT						
PERSONNEL & BENEFITS	154,168	160,138	5,970	3.7%	345,335	44.6%
SUPPLIES (FUEL, COMPUTERS, ETC)	55,272	55,102	(170)	-0.3%	107,782	51.3%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	108,758	107,265	(1,493)	-1.4%	141,350	76.9%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	246,179	218,149	(28,030)	-12.8%	527,520	46.7%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	11,738	21,072	9,334	44.3%	21,072	55.7%
CAPITAL (SEE BELOW)	49,900	0	(49,900)	NA	0	NA
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	20,704	18,533	(2,171)	-11.7%	19,133	108.2%
TOTAL	646,718	580,259	(66,459)	-11.5%	1,162,192	55.6%
165 WASTEWATER CONSTRUCTION CAPITAL DETAIL						
UTILITY LINES	73	30,000	29,927	NA	30,000	0.2%
UTILITY LINE-CONTINGENCY	8,581	9,090	509	5.6%	20,000	42.9%
SVC INSTALL	2,463	1,715	(748)	-43.6%	3,500	70.4%
VEHICLES/LARGE EQUIPMENT	23,110	57,210	34,100	NA	57,210	40.4%
TOTAL	34,227	98,015	63,788	65.1%	110,710	30.9%
166 WASTEWATER TREATMENT CAPITAL DETAIL						
UTILITY PLANTS	49,900	0	(49,900)	NA	0	NA

CITY OF BRENHAM
SANITATION FUND
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
FUNDING RESOURCES FROM CURRENT OPERATIONS						
REVENUES						
TRANSFER STATION	560,114	639,431	(79,317)	-12.4%	1,278,812	43.8%
COLLECTION STATION	313,790	332,580	(18,790)	-5.6%	787,466	39.8%
RECYCLING CENTER STATION	57,386	43,195	14,191	32.9%	110,752	51.8%
RESIDENTIAL COLLECTION <i>(NET PROGRESSIVE)</i>	492,096	506,811	(14,715)	-2.9%	1,014,621	48.5%
TOTAL DISTRIBUTION REVENUES	1,423,385	1,522,017	(98,631)	-6.5%	3,191,651	44.6%
TRANSFERS-IN	0	0	0	NA	21,300	0.0%
TOTAL FUNDING RESOURCES	1,423,385	1,522,017	(98,631)	-6.5%	3,212,951	44.3%
USES OF FUNDING RESOURCES BEFORE CAPITAL REQ						
OPERATING EXPENDITURES						
<i>DEPTS 100, 110, 042, 043, 140 & 142)</i>						
- PERSONNEL & BENEFITS	319,941	322,689	2,748	0.9%	695,813	46.0%
- SUPPLIES <i>(FUEL, COMPUTERS, ETC)</i>	107,011	128,327	21,316	16.6%	242,902	44.1%
- MAINTENANCE <i>(VEHICLES, EQUIPMENT, PLANT, ETC)</i>	69,736	79,850	10,114	12.7%	137,850	50.6%
- SERVICES <i>(UTILITIES, CONSULTANTS, CONTRACTS, ETC)</i>	489,162	531,718	42,556	8.0%	1,062,418	46.0%
- NON CAPITAL <i>(SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)</i>	11,931	17,500	5,569	NA	17,500	68.2%
- SUNDRY <i>(UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)</i>	15,102	12,570	(2,532)	-20.1%	20,870	72.4%
TOTAL DEPARTMENT EXPENDITURES	1,012,883	1,092,654	79,771	7.3%	2,177,353	46.5%
FRANCHISE FEE <i>(7% CONSUMPTION REVENUES)</i>	40,721	30,737	(9,984)	-32.5%	61,210	66.5%
TRANSFERS TO GENERAL FUND <i>(FOR SHARED SERVICES)</i>	146,692	164,876	18,184	NA	332,216	44.2%
TRANSFERS TO ELECTRIC FUND <i>(FOR SHARED SERVICES)</i>	37,312	41,074	3,762	9.2%	80,652	46.3%
TOTAL OPERATING EXPENDITURES	1,237,609	1,329,341	91,732	6.9%	2,651,431	46.7%
DEBT SERVICE						
CURRENT DEBT SCHEDULE <i>(ACCRUAL BASIS)</i>	1,775	1,715	(60)	-3.5%	1,715	103.5%
TOTAL USES OF FUNDING RESOURCES BEFORE CAPITAL REQ	1,239,384	1,331,055	91,672	6.9%	2,653,146	46.7%
NET FUNDING RESOURCES (LOSS) BEFORE CAP REQ	184,001	190,961	(6,960)	-3.6%	559,805	32.9%
CAPITAL - REVENUE OR RESERVE FDIING REQUIREMENTS	142,420	370,500	228,080	61.6%	370,500	38.4%
RESERVE CONTRIBUTIONS (RESERVE USES)	41,582	(179,539)	221,120	-123.2%	189,305	22.0%
BUSINESS LINE NET REVENUES						
TRANSFER STATION	(23,825)	(122,974)	99,150	-80.6%	(25,131)	94.8%
COLLECTION STATION	34,841	(10,044)	44,885	-446.9%	174,078	20.0%
RECYCLING CENTER STATION	(45,261)	(96,747)	51,486	-53.2%	(128,132)	35.3%
RESIDENTIAL COLLECTION <i>(NET PROGRESSIVE)</i>	75,826	50,226	25,600	51.0%	168,491	45.0%
	41,582	(179,539)	221,120	-123.2%	189,305	22.0%

CITY OF BRENHAM
SANITATION FUND
FY17 2ND QUARTER PERFORMANCE

\$	YTD				ANNUAL	YTD ACTUAL
	FY17 ACTUAL	FY17 BUDGET	FAV/(UNFAV) TO BUDGET	FAV/(UNFAV) % TO BUDGET	FY17 BUDGET	AS % TO BUDGET
DEPARTMENTS EXPENDITURES DETAIL						
110 NON-DEPT MISC						
UNCOLLECTIBLE ACCTS (UNCOLLECTIBLE ACCTS - 142)	0	0	0	NA	3,300	0.0%
OTHER SUNDRY (CREDIT CARDS - 043)	1,941	0	(1,941)	NA	5,000	38.8%
TOTAL	1,941	0	(1,941)	NA	8,300	23.4%
042 TRANSFER STATION DEPT						
PERSONNEL & BENEFITS	116,219	115,969	(250)	-0.2%	250,549	46.4%
SUPPLIES (FUEL, COMPUTERS, ETC)	30,850	42,068	11,218	26.7%	82,541	37.4%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	23,635	38,200	14,565	38.1%	68,550	34.5%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	214,795	264,110	49,315	18.7%	528,602	40.6%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	7	0	(7)	NA	0	NA
CAPITAL (SEE BELOW)	119,875	209,000	89,125	42.6%	209,000	57.4%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	4,376	4,820	444	9.2%	4,820	90.8%
TOTAL	509,756	674,167	164,410	24.4%	1,144,062	44.6%
043 COLLECTION STATION DEPT						
PERSONNEL & BENEFITS	55,657	59,484	3,827	6.4%	128,638	43.3%
SUPPLIES (FUEL, COMPUTERS, ETC)	11,273	19,002	7,729	40.7%	31,372	35.9%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	24,023	24,000	(23)	-0.1%	41,000	58.6%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	117,530	116,385	(1,145)	-1.0%	230,606	51.0%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	3,631	0	(3,631)	NA	0	NA
CAPITAL (SEE BELOW)	22,545	76,500	53,955	NA	76,500	29.5%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	1,784	2,250	466	20.7%	2,250	79.3%
TOTAL	236,443	297,621	61,178	20.6%	510,366	46.3%
140 RECYCLING CENTER DEPT						
PERSONNEL & BENEFITS	67,665	70,167	2,502	3.6%	151,098	44.8%
SUPPLIES (FUEL, COMPUTERS, ETC)	7,650	7,325	(325)	-4.4%	12,500	61.2%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	3,217	5,500	2,283	41.5%	8,000	40.2%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	7,203	7,705	502	6.5%	15,060	47.8%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	8,293	17,500	9,207	NA	17,500	47.4%
CAPITAL (SEE BELOW)	0	25,000	25,000	NA	25,000	0.0%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	1,201	900	(301)	-33.4%	900	133.4%
TOTAL	95,228	134,097	38,869	29.0%	230,058	41.4%
142 RESIDENTIAL COLLECTION DEPT						
PERSONNEL & BENEFITS	80,401	77,069	(3,331)	-4.3%	165,528	48.6%
SUPPLIES (FUEL, COMPUTERS, ETC)	57,238	59,932	2,694	4.5%	116,489	49.1%
MAINTENANCE (VEHICLES, EQUIPMENT, PLANT, ETC)	18,862	12,150	(6,712)	-55.2%	20,300	92.9%
SERVICES (UTILITIES, CONSULTANTS, CONTRACTS, ETC)	149,634	143,518	(6,116)	-4.3%	288,150	51.9%
NON CAPITAL (SMALL ITEM - \$1,000 TO \$14,999 - PURCHASES)	0	0	0	NA	0	NA
CAPITAL (SEE BELOW)	0	60,000	60,000	NA	60,000	0.0%
SUNDRY (UNCOLLECTIBLE ACCTS, TRAVEL, CRED CARD FEES, ETC)	5,799	4,600	(1,199)	-26.1%	4,600	126.1%
TOTAL	311,934	357,269	45,335	12.7%	655,067	47.6%
042 TRANSFER STATION CAPITAL DETAIL						
VEHICLES/LARGE EQUIP - HAUL TRK	119,875	149,000	29,125	19.5%	120,000	99.9%
VEHICLES/LARGE EQUIP - 3/4 TON TRK	0	0	0	NA	29,000	0.0%
OTHER CAPITAL - FACILITY/FENCE	0	0	0	NA	60,000	0.0%
TOTAL	119,875	149,000	29,125	19.5%	209,000	57.4%
043 COLLECTION STATION CAPITAL DETAIL						
OTHER CAPITAL - DRAINAGE	0	76,500	76,500	NA	16,500	0.0%
OTHER CAPITAL - FACILITY/FENCE	22,545	0	(22,545)	NA	60,000	37.6%
TOTAL	22,545	76,500	53,955	NA	76,500	29.5%
140 RECYCLING CENTER CAPITAL DETAIL						
OTHER CAPITAL - PERIMETER FENCE	0	25,000	25,000	NA	25,000	NA
142 RESIDENTIAL COLLECTION CAPITAL DETAIL						
OTHER CAPITAL - FACILITY/FENCE	0	60,000	60,000	NA	60,000	NA



AGENDA ITEM 7

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 27, 2017	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☐ REGULAR ☒ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discussion and Presentation on the Passage of Senate Bill 1004 Related to Small Cellular Network Deployment and the Usage of City of Brenham Right-of-Way by Cellular Phone Service Providers		
SUMMARY STATEMENT: Staff will provide a power point presentation for this item during the City Council meeting.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Provides update on new legislation B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable): N/A		
RECOMMENDED ACTION: None – discussion only.		
APPROVALS: Terry K. Roberts		



AGENDA ITEM 8

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 27, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas

SUMMARY STATEMENT: Reedemer Church has requested a special use permit (SUP) for 2111 South Blue Bell Road to allow for a church and auxiliary use including philanthropic and educational facility. The building is operating as a church today but no SUP has ever been granted for this site. The church can continue with no interference from the City of Brenham but they cannot expand the nonconforming use footprint on the site unless they get a SUP. Staff would not be able to issue a building permit for this unless a SUP is approved by City Council.

Public Concerns
 There was one resident who voiced support for this request to the Planning and Zoning Commission and we received one letter of support for the request.

Planning and Zoning Commission Recommendation
 The Planning and Zoning Commission recommended unanimous approval of this request.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: Brings the property into compliance to the zoning ordinance through the SUP process.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Cover Letter; (2) General Application; and (3) Land Use Map Exhibit

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: No action required – discussion only.
APPROVALS: Terry K. Roberts

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June 9, 2017

Dear City of Brenham,

On behalf of my client, Redeemer Church, I am requesting an updated/revised Specific Use Permit for their newly acquired property located at 2111 South Blue Bell Road in Brenham.

It was brought to my attention by city staff that the property, which was formerly owned by Brenham Christian Academy, is in need of a Specific Use Permit in order to correctly designate the uses which have been taking place on the property since the school's founding in 1993.

Redeemer Church plans to continue the school operations of Brenham Christian Academy with no changes to their current usage, in addition to using the gymnasium for worship on Sundays. In addition, the property will be used for other smaller ministries to meet in the administrative/office spaces, as well as other philanthropic causes.

We respectfully request a correction to this existing religious school site. Please see our attached Specific Use Permit and additional documents. Please contact me directly at the number below should you have any questions.

Sincerely,



Katie Burch, AIA
PlanNorth Architectural Co.
979-251-4145

CC: Justin Hyde, Pastor, Redeemer Church Brenham

PLAN**NORTH**



ARCHITECTURAL CO.

for Calls: 979.421.8003

for Mailings: P.O. BOX 2468 • Brenham, TX 77834

for Visits: 101 S. Baylor • Brenham, TX 77833



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: _____

CITY OF BRENHAM

GENERAL APPLICATION

Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☐ Zone Change |
| ☒ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☐ Other: _____ |

Property Owners Information

Name REDEEMER CHURCH BRENHAM
Principal Officers (If Corporation) President (PASTOR) JUSTIN HYDE
Secretary (PASTOR) MARCUS LAWTON
Address 211 S. BLUE BELL ROAD BRENHAM, TX 77833
Telephone Number (713) 545-1091 E-mail Address justin.j.hyde@gmail.com

Applicant Information

Name JUSTIN HYDE (OWNER)
Address 211 S. BLUE BELL ROAD BRENHAM, TX 77833
Telephone Number (713) 545-1091 E-mail Address justin.j.hyde@gmail.com

Agent or Engineer Information

Name KATE BURCH
Address 101 S. BAYLOR (PHYSICAL) PO 2468 BRENHAM, TX 77834
Telephone Number (979) 251-4445 E-mail Address Kate@plannorth.com (MAIL)

Location of Property

Street Address: 2111 SOUTH BLUE BELL ROAD

Legal Description (attach metes and bounds description if not subdivided):

Subdivision: _____ Block(s): _____ Lot(s): _____

Zoning Information

Existing Zoning: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

Proposed Zoning: SPECIFIC USE

Reasons for requesting zone change:* BRENNHAM CHRISTIAN ACADEMY (FORMER PROPERTY OWNER) HAS BEEN ACTIVELY USING THE PROPERTY FOR SCHOOL (RELIGIOUS/PRIVATE). NEW OWNER DESIRES TO CONTINUE USES AS WELL AS WORSHIP IN GYM FACILITY WEEKLY.

Variance Information

Section of Code from which variance is described:* _____

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

CHURCH FACILITY CAMPUS (NEW) + (EXISTING) PRIVATE SCHOOL K-12, OFFICES (ADMIN), GYMNASIUM (EXISTING), CLASSROOMS, LOCKER ROOMS, AUXILIARY, PHILANTHROPIC,

Construction Value \$ N/A ALL ASSEMBLY USES

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

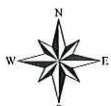
I, JUSTIN HYDE, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

[Signature]
Owner
[Signature]
Agent



2111 S. Blue Bell Road

1 inch = 400 feet





AGENDA ITEM 9

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 27, 2017
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith

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

AGENDA ITEM DESCRIPTION: Public Hearing to Consider Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas

SUMMARY STATEMENT: On Site Restoration, Inc. has requested a special use permit (SUP) for 1414 West Main Street to allow for an auto detail shop. The applicant will be required to follow all other local ordinances currently required for businesses located in the B-1 Local Business/Residential Mixed Use District. This would include all of the materials used for this business to be located inside the business when not in operation. Staff reviewed the neighboring properties to verify if there were other like businesses in the area. Robert’s Service Station is a couple of parcels from this location.

Public Concerns
There were no concerns received from the public.

Planning and Zoning Commission Recommendation
The Planning and Zoning Commission recommended unanimous approval of this request with the condition that the vegetative barrier remain in place. Staff would also like to add the recommendation that when this particular business no longer exists for this location the specific use permit expire which would require any future like use to re-request a specific use permit.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS: New business for community.

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Cover Letter; (2) General Application; and (3) Land Use Map Exhibit
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: No action required – discussion only.
APPROVALS: Terry K. Roberts



P.O. Box 2033 Brenham TX 77834

979-900-0333

June 16, 2017

Planning and Zoning Commission

200 W. Vulcan

Brenham, TX 77833

To whom it May Concern:

We are requested permission to use 1414 W Main, in B1 Local Business Mixed Zone, as our new location to provide vehicle detail services. We have been providing mobile restorative services to citizens and dealerships in Brenham for the past 5 years.

As our retail customer base has grown we have felt the need to offer a fixed location to house our supplies and provide a comfortable area for customers to wait. The shop at 1414 W Main fits this need perfectly, with 2 large warehouse sections in the back and a large waiting room area. It was previously the home of Modern Seamless Products owned by Mr. Michael Wilke. Now that he is retired he agreed to rent the space to us.

No structural changes will be made to the property. We only plan to make cosmetic enhancements by painting the walls and adding new flooring to the waiting area. And, of course if the city deems any changes necessary to be in compliance with city codes we (On Site Restoration, Inc. and Mr. Michael Wilke) will see to it that it is completed to the city's satisfaction.

It is our intention to add a high degree of professionalism and quality workmanship to Brenham and surrounding Washington County's residents.

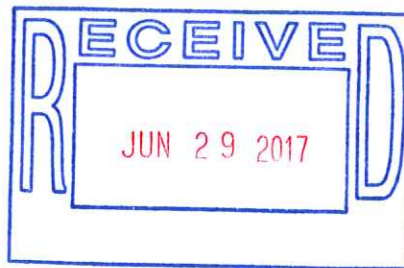
Thank you for your consideration in this specific use permit request.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcy Tran", with a long, sweeping flourish extending to the right.

Marcy Tran

On Site Restoration, Inc.



For office use only

APPLICATION NO. _____

MEETING DATE: _____

DATE SUBMITTED: _____

CITY OF BRENHAM

GENERAL APPLICATION

Type of Application

- | | |
|---|--|
| ☐ Variance from Appendix A: Zoning | ☐ Zone Change |
| ☒ Specific Use Permit | ☐ Plan Review |
| ☐ Preliminary Plat | ☐ Final Plat/Replat/Amending Plat |
| ☐ Variance from Chapter 21: Signs | ☐ Other: _____ |

Property Owners Information

Name Michael Wilke

Principal Officers (If Corporation) President _____

Secretary _____

Address 105 Rod Pip Lane, Brenham TX 77833

Telephone Number 979-277-4904 E-mail Address michael_wilke@hotmail.com

Applicant Information

Name Hoang "Alex" Tran ON SITE RESTORATION, INC. DBA ON SITE CLEAN CAR

Address 200 S. Saeger Street, Brenham TX 77833

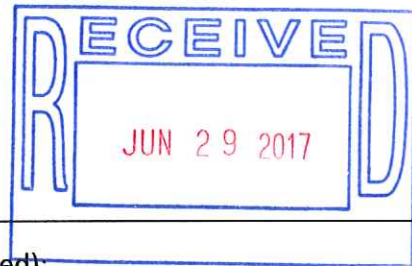
Telephone Number 979-900-0333 E-mail Address alex@onsiterestore.com

Agent or Engineer Information

Name Marcella Tran

Address P.O. Box 2033 Brenham TX 77834

Telephone Number 832-212-9020 E-mail Address marcytran@hotmail.com

**Location of Property**Street Address: 1414 West Main Street

Legal Description (attach metes and bounds description if not subdivided): _____

Subdivision: Phillip Coe Block(s): _____ Lot(s): Tract 231/, Acres 0.407**Zoning Information**Existing Zoning : N/A B-1

Proposed Zoning: _____

Reasons for requesting zone change:* _____

Variance InformationSection of Code from which variance is described:* N/A

Describe variance requested:* _____

Reasons for requesting variance:* _____

Proposed Property Use

Describe in detail the proposed operation at this location:*

Automotive detail shop for retail and wholesale customers. Vehicles are cleaned to bring back to as
new condition as possible. The front office will be used as a waiting area for customers. The
warehouse area in the back is where the restorative work will be done.

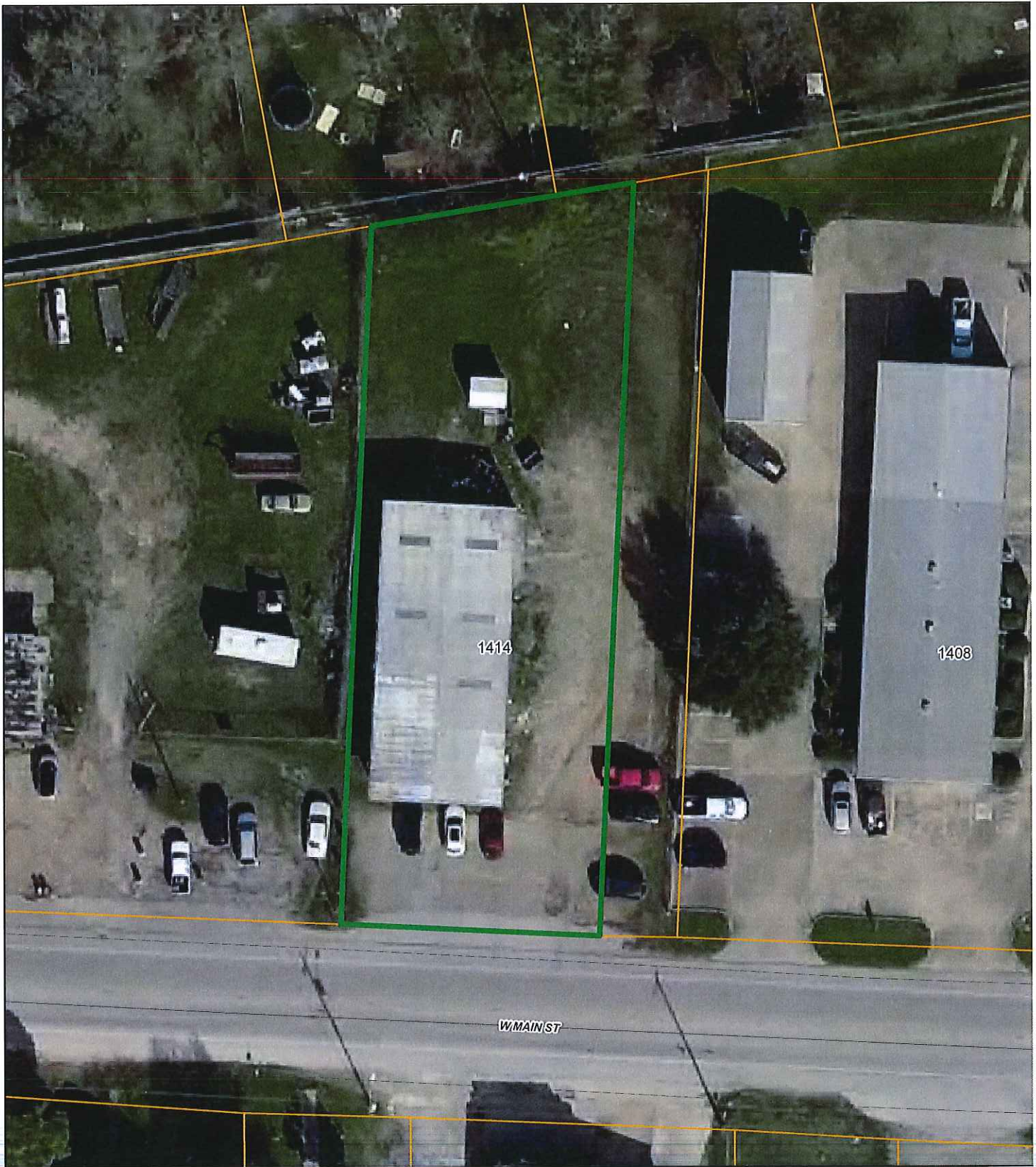
Construction Value \$ _____

Site plans are required for variance, special use, and plan review requests; please see Ordinance No. 0-05-007 for minimum site plan requirements.

I, Marcella Tran, being the owner (or authorized agent) of the above described property, do hereby certify the information set forth above is true and correct. I further request that the Planning & Zoning Commission/Board of Adjustments/Plan Review Committee review this matter and take appropriate action.

Owner

Agent



1414 W. Main Street

1 inch = 42 feet





AGENDA ITEM 10

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 27, 2017	
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☒ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to Redeemer Church Brenham to Allow for a Church and Related Auxiliary Uses on Property Located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, Said Property Being Described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas		
SUMMARY STATEMENT: Reedemer Church has requested a special use permit (SUP) for 2111 South Blue Bell Road to allow for a church and auxiliary use including philanthropic and educational facility. The building is operating as a church today but no SUP has ever been granted for this site. The church can continue with no interference from the City of Brenham but they cannot expand the nonconforming use footprint on the site unless they get a SUP. Staff would not be able to issue a building permit for this unless a SUP is approved by City Council.		
<u>Public Concerns</u> There was one resident who voiced support for this request to the Planning and Zoning Commission and we received one letter of support for the request.		
<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Brings the property into compliance to the zoning ordinance through the SUP process. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Ordinance		

FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a Specific Use Permit to Redeemer Church Brenham to allow for a Church and Related Auxiliary Uses on property located at 2111 S. Blue Bell Road in an R-1, Single Family Residential Zoning District, said property being described as 44.876 Acres Out of the James Walker Survey, A-106 (WCAD Tract 309), in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT TO REDEEMER CHURCH FOR A CHURCH AND RELATED AUXILIARY USES, INCLUDING EDUCATIONAL AND PHILANTHROPIC USES IN AN R-1 (RESIDENTIAL DISTRICT) ZONING DISTRICT AND BEING LOCATED AT 2111 SOUTH BLUE BELL ROAD, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

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

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on July 24, 2017;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit to Redeemer Church, its successors and assigns for a church and related auxiliary uses, including educational and philanthropic uses in an R-1 (Residential) zoning district and being located at 2111 South Blue Bell Road, City of Brenham, Washington County, Texas.

SECTION 2. This Ordinance shall take effect immediately upon the occurrence of compliance with the requirements of the Charter of the City of Brenham, Texas.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

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

PASSED and APPROVED on its first reading this the ____ day of _____, 2017.

PASSED and APPROVED on its second reading this the ____ day of _____, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 11

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 27, 2017															
DEPT. OF ORIGIN: Development Services	SUBMITTED BY: Erik Smith															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☒ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☒ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon An Ordinance on Its First Reading Granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to Allow for an Auto Detail Shop on Property Located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, Said Property Being Described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas																
SUMMARY STATEMENT: On Site Restoration, Inc. has requested a special use permit (SUP) for 1414 West Main Street to allow for an auto detail shop. The applicant will be required to follow all other local ordinances currently required for businesses located in the B-1 Local Business/Residential Mixed Use District. This would include all of the materials used for this business to be located inside the business when not in operation. Staff reviewed the neighboring properties to verify if there were other like businesses in the area. Robert's Service Station is a couple of parcels from this location.																
<u>Public Concerns</u> There were no concerns received from the public.																
<u>Planning and Zoning Commission Recommendation</u> The Planning and Zoning Commission recommended unanimous approval of this request with the condition that the vegetative barrier remain in place. Staff would also like to add the recommendation that when this particular business no longer exists for this location the specific use permit expire which would require any future like use to re-request a specific use permit.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: New business for community. B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																

ATTACHMENTS: (1) Ordinance
FUNDING SOURCE (Where Applicable): N/A
RECOMMENDED ACTION: Approve an Ordinance on its first reading granting a Specific Use Permit to On Site Restoration, Inc. dba On Site Clean Car to allow for an Auto Detail Shop on property located at 1414 W. Main Street in a B-1, Local Business Residential Mixed Use Zoning District, said property being described as 0.407 Acres Out of the Phillip Coe Survey, A-31 (WCAD Tract 231), in Brenham, Washington County, Texas
APPROVALS: Terry K. Roberts

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AMENDING THE OFFICIAL ZONING MAP TO GRANT A SPECIFIC USE PERMIT TO ON SITE RESTORATION, INC. FOR AN AUTOMOBILE DETAIL SHOP USE IN A B-1 LOCAL BUSINESS/RESIDENTIAL MIXED USE ZONING DISTRICT AND BEING LOCATED AT 1414 WEST MAIN STREET, CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS.

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

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

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission during its regular meeting on July 24, 2017;

WHEREAS, the Planning and Zoning Commission recommended a condition that the a full vegetative barrier located at the rear property line of 1414 West Main Street be adequately and continually maintained and in accordance with current Appendix – A – Zoning Ordinance, and if said vegetative barrier is not maintained in accordance with the specific use permit, the specific use permit shall no longer be valid and shall automatically terminate;

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

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham is hereby amended to grant a specific use permit to On Site Restoration, Inc., for an automobile detail shop use in an B-1 Local Business/Residential Mixed Use zoning district and being located at 1414 West Main Street, City of Brenham, Washington County, Texas.

SECTION 2. This Ordinance shall take effect immediately upon the occurrence of compliance with the requirements of the Charter of the City of Brenham, Texas.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

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

SECTION 4. In the event On Site Restoration, Inc. fails to: 1) operate an automobile detail shop on the Property; or 2) fails to adequately and continually maintain the vegetative barrier located at the rear property line of 1414 West Main Street be adequately and continually maintained and in accordance with current Appendix – A – Zoning Ordinance in accordance with this Specific Use Permit; then, the Specific Use Permit granted by this Ordinance shall no longer be valid and shall automatically terminate.

PASSED and APPROVED on its first reading this the ____ day of _____, 2017.

PASSED and APPROVED on its second reading this the ____ day of _____, 2017.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



AGENDA ITEM 12

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 31, 2017															
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller															
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AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a Proposal to Adopt a Tax Rate of \$0.5170 per \$100 Valuation for the 2017 Tax Year, Take Record Vote and Set the Public Hearings on the Proposed Tax Rate in Accordance with State Law.																
SUMMARY STATEMENT: See separate memo from Assistant City Manager-Chief Financial Officer on this item.																
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:																
ALTERNATIVES (In Suggested Order of Staff Preference):																
ATTACHMENTS: (1) Memo from Assistant City Manager-Chief Financial Officer																
FUNDING SOURCE (Where Applicable):																
RECOMMENDED ACTION: See wording for motion on separate memo from Assistant City Manager-Chief Financial Officer																
APPROVALS: Terry K. Roberts																



MEMORANDUM

To: Mayor, Council and City Manager

From: Carolyn D. Miller
Assistant City Manager - Chief Financial Officer

Subject: Discuss Proposed Property Tax Rate, Take Record Vote and
Schedule Public Hearings

Date: July 31, 2017

Developing an annual budget and adopting a property tax rate to support that budget must be accomplished in compliance with property tax code, local government code, and City Charter. Following these legislative guidelines ensures that the public is informed of any increases.

During the week of July 3, 2017, three Council Budget Workshops were held to review and discuss the proposed FY2017-18 budget, and a fourth Budget Workshop was held on July 27, 2017. As discussed during these workshops, we will be increasing the property tax rate from \$0.5070 per \$100 valuation to \$0.5170 or \$0.01. Two components of the proposed property tax rate of \$0.5170 are the operations and maintenance (O&M) rate of \$0.3200 and the debt service (interest and sinking) rate of \$0.1970.

The Washington County Appraisal District has certified taxable values of \$1,268,819,218 for the 2017 Tax Year. This is a net increase of \$71,840,428 (or 6.00%) above the 2016 (adjusted) taxable values of \$1,196,978,790. The net increase is comprised of:

- **\$14,528,905** New properties and new improvements
- **\$57,311,523** Increase in existing property values and other changes

The proposed FY17-18 budget includes a proposal to increase the current O&M tax rate from \$0.3150 to \$0.3200. The combined impact of the increased property values along with the increase in the O&M tax rate will generate additional tax revenue over the current year of \$283,944. The table on the next page shows the tax rate components.

Property Tax Rate

	<u>O&M</u>	<u>I&S</u>	<u>Total</u>
Current FY16-17	\$0.3150	\$0.1920	\$0.5070
Proposed Tax Rate FY17-18	\$0.3200	\$0.1970	\$0.5170
Proposed Increase (Decrease)	\$0.0050	\$0.0050	\$0.0100

Comparison to Effective and Rollback Rate

Proposed Tax Rate FY17-18	\$0.3200	\$0.1970	\$0.5170
Effective Rate			\$0.4829
Rollback Rate before Sales Tax Adjustment			\$0.5654
Sales Tax Adjustment Rate			(\$0.0406)
Adjusted Rollback Rate			\$0.5248

In accordance with the Tax Code, Council must now take a **RECORD VOTE** to place a proposal to adopt the proposed property tax rate on the agendas of future meetings. At this time, Council must also schedule two public hearings on the proposed tax rate.

A separate public hearing on the proposed budget will be held during a Special Council Meeting on September 18, 2017.

Section 26.05 of the Tax Code provides the specific motion to be made for the record vote on the proposed tax rate when the proposal is above the effective rate. As stated above, the proposal is to *increase the current tax rate* of \$0.5070 per \$100 valuation to \$0.5170 per \$100 valuation. This new rate is above the effective tax rate of \$0.4829 and will produce higher revenues, which necessitates **that the motion for the record vote should be made as follows:**

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.5170 per \$100 valuation, which is effectively a 7.06% increase in the tax rate, to be considered by the governing body on the agendas of the September 18, 2017 and September 21, 2017 meetings and to schedule public hearings on the proposed tax rate for August 17, 2017 and September 7, 2017 in accordance with state law.”



AGENDA ITEM 13

DATE OF MEETING: August 3, 2017	DATE SUBMITTED: July 28, 2017															
DEPT. OF ORIGIN: Administration	SUBMITTED BY: Ryan Rapelye															
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;">MEETING TYPE:</td> <td style="width: 33%; vertical-align: top;">CLASSIFICATION:</td> <td style="width: 33%; vertical-align: top;">ORDINANCE:</td> </tr> <tr> <td>☒ REGULAR</td> <td>☐ PUBLIC HEARING</td> <td>☐ 1ST READING</td> </tr> <tr> <td>☐ SPECIAL</td> <td>☐ CONSENT</td> <td>☐ 2ND READING</td> </tr> <tr> <td>☐ EXECUTIVE SESSION</td> <td>☒ REGULAR</td> <td>☐ RESOLUTION</td> </tr> <tr> <td></td> <td>☐ WORK SESSION</td> <td></td> </tr> </table>		MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	☒ REGULAR	☐ PUBLIC HEARING	☐ 1 ST READING	☐ SPECIAL	☐ CONSENT	☐ 2 ND READING	☐ EXECUTIVE SESSION	☒ REGULAR	☐ RESOLUTION		☐ WORK SESSION	
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	☐ WORK SESSION															
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and Washington County Related to the Acquisition, Operation and Maintenance of Public Safety Computer Hardware and Software System and Authorize the Mayor to Execute Any Necessary Documentation																
SUMMARY STATEMENT: Earlier this year, the Washington County 911 Advisory Board provided a letter of intent to the ILA Communications Task Force with an explanation and rationale for moving forward to a new Computer Aided Dispatch (CAD) system which includes a capable Record Management System (RMS). The current CAD/RMS was implemented in 2006, and the Advisory Board believes certain aspects of the system were underperforming and customer relations had been an issue when working to resolves issues with the current public safety software system. The letter of intent to the ILA Communications Task Force included next steps to move forward with developing an RFP for new fully integrated public safety software, and was recommended and directed by the ILA Communications Task Force at their March 1, 2017 meeting. Kristi Stamnes, Washington County 911 Director, worked with County officials to develop an RFP and to solicit proposals for new public safety software. Washington County received four bids. The Washington County 911 Advisory Board evaluated all bids through a criteria system and after full due diligence, the Advisory Board selected Zuercher Technologies. The Zuercher Technologies selection was recommended and approved by the ILA Communications Task Force at their May 31, 2017 meeting. Washington County Commissioners Court approved the execution of a software license and service agreement contract with Zuercher Technologies on July 3, 2017. A timeline for implementation of this software has been tentatively established with a go-live in April of 2018. The intent of this ILA is for the acquisition, operation and maintenance of public safety computer hardware and software system between Washington County and City of Brenham is to allocate costs and detail funding participation between the City and County. The ILA Communications Task Force met on July 17, 2017 and recommended to move this ILA for approval by both the Brenham City Council and Washington County Commissioners Court.																

STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: This interlocal agreement will provide a mutual understanding of the cost participation of the City and County for a joint computer hardware and software system. The allocation of costs will provide the City the ability to budget these funds necessary on an annual basis for this expense. Each entity shall be responsible for their respective hardware and software under their management and control over the terms of the ILA. As a result of the ILA, the City shall assign to Washington County all funds received from a grant to be received from the Criminal Justice Division of the Governor's Office for conversion purposes related to this software. The term of this ILA with Washington County is five years and will renew automatically each year after the initial five-year term. B. CONS: There are no cons associated with this item.
ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Interlocal Agreement for Acquisition, Operation and Maintenance of Public Safety Computer Hardware and Software System Between Washington County and City of Brenham.
FUNDING SOURCE (Where Applicable): The City's share of acquisition costs of the Computer System in the amount of \$193,661 and will be reimbursing the County in five (5) annual payments, with the City paying interest to the County on the outstanding balance at an annual interest rate of 3.00%, and each annual payment of \$41,758 shall be paid on or before October 10th each year beginning in 2017.
RECOMMENDED ACTION: Approve an Interlocal Agreement between the City of Brenham and Washington County related to the Acquisition, Operation and Maintenance of a Public Safety Computer Hardware and Software System and authorize the Mayor to execute any necessary documentation
APPROVALS: Milton Y. Tate, Jr.

**INTERLOCAL AGREEMENT
FOR ACQUISITION, OPERATION AND MAINTENANCE OF
PUBLIC SAFETY COMPUTER HARDWARE AND SOFTWARE SYSTEM
BETWEEN WASHINGTON COUNTY AND CITY OF BRENHAM**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) by and between Washington County (acting by and through the Hon. John Brieden, County Judge) (“County”) and the City of Brenham, Texas (acting by and through the Hon. Milton Y. Tate, Jr., Mayor) (“City”) (hereinafter County and City are collectively referred to as the “Parties,” or the “Cooperating Parties”).

WHEREAS, City and County have each determined that it would be mutually advantageous for the acquisition, operation and maintenance of a joint computer hardware and software system in support of the parties’ public safety operations, and

WHEREAS, the parties’ operational organization and experience has indicated certain operational and maintenance terms and conditions are appropriate at this time; and

WHEREAS, City and County have negotiated this interlocal agreement in order to promote clarity and ease of understanding; and

WHEREAS, City and County have considered several cost allocation and payment options during the negotiations of this Agreement and desire to allocate costs in the most precise way that is economically feasible considering the current systems available to each of them and, as new facilities and systems are developed, want to continue to explore alternatives to enhance these operations in cost effective ways; and

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

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the provisions of Chapter 791, Texas Government Code, the Cooperating Parties do hereby agree as follows:

1.0. Terms and Conditions of Acquisition, Operation and Maintenance of a Joint Computer Hardware and Software System

The attached Exhibit A entitled “Acquisition, Operation and Maintenance of a Joint Computer Hardware and Software System” is hereby made a part of this Agreement for all purposes pertinent, and constitutes promised performances of the parties to this Agreement.

2.0. Effective Date

This Agreement is effective beginning on July _____, 2017.

3.0. Purpose

The purpose of this Agreement is to provide for the acquisition, operation and maintenance of a joint computer hardware and software system, including but not limited to the allocation of associated costs, between the City and the County during the term of this Agreement.

4.0. Breach

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

5.0. Waiver

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

6.0. Term, Renewal

This Initial Term of this Agreement (as properly amended or modified from time to time) shall be five (5) years beginning on July ____, 2017. After the expiration of the Initial Term, this Agreement shall automatically renew annually on July ____ each year ("Renewal Term") unless terminated by either party by providing ninety (90) days written notice of termination to the other party prior to the beginning of any Renewal Term.

7.0. Purchase of Joint Computer Hardware and Software System; Allocation of Costs

The County has approved and executed a "Software License and Service Agreement" with Zuercher Technologies for the acquisition, operation and maintenance of a joint computer hardware and software system, and said agreement is attached hereto as Exhibit B and incorporated herein for all purposes pertinent. The costs and fees associated with the acquisition, operation and maintenance of the joint computer hardware and software system shall be allocated between the City, County and other agencies as set forth in Exhibits C entitled "Cost Breakdown by Agency," and D entitled "Acquisition Costs and Annual Subscriptions, Maintenance and Support Costs," said exhibits being attached hereto and incorporated herein for all purposes pertinent.

8.0. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder and performable in Washington County, Texas. Exclusive venue for any dispute, lawsuit, claim, or legal proceeding arising out of or involving this Agreement shall be in Washington County, Texas.

9.0. Notice

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

County Judge
Washington County Courthouse
100 E. Main Street, Suite 104
Brenham, Texas 77833

Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

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

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

10.0. Immunity

No Party hereto has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

11.0. Legal Construction

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

12.0. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this Agreement shall be of any force or effect, excepting a subsequent amendment in writing approved and signed by the parties. No official, representative, agent or employee of County has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County. No official, representative, agent or employee of City has any authority to modify this Agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham.

13.0. General Administration

A Coordinating Committee is hereby established, whose purpose will be the furtherance of the cooperative effort continued by this Agreement, and shall be comprised of the Washington County 9-1-1 Communications Director, Brenham Chief of Police, Director of Washington County Emergency Medical Services, Washington County Sheriff and Brenham Fire Chief. Additionally, the City and County shall transmit all proposed amendments to this Agreement to the ILA Communications Task Force (“Task Force”) created by the “Interlocal Agreement Between the City of Brenham and Washington County for the Comprehensive Exchange of Services,” as amended, to solicit review and recommendations from said Task Force concerning proposed amendments. The failure of the Task Force to review any proposed amendment and make a recommendation shall not prohibit the City and County’s from amending this Agreement in accordance with Paragraph 12.0 of this Agreement.

14.0. Parties Bound

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

15.0. Gender

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

IN WITNESS WHEREOF, CITY and COUNTY have entered this Agreement to be effective on the date stated in Paragraph 2.0 herein, and this Agreement has been executed on behalf of the Parties hereto as follows:

- a: It has on the ____ day of _____, 2017 been executed on behalf of the County by the County Judge of Washington County, Texas, pursuant to an order of the Commissioners Court of Washington County authorizing such execution.
- b: It has on the ____ day of _____, 2017 been executed on behalf of the City by the Mayor of Brenham, Texas, pursuant to action of the City Council of the City of Brenham, Texas authorizing such execution.

WASHINGTON COUNTY, TEXAS

CITY OF BRENHAM

Hon. John Brieden
County Judge

Hon. Milton Y. Tate, Jr.
Mayor

ATTEST:

ATTEST:

Beth Rothermel
County Clerk

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

ACQUISITION, OPERATION AND MAINTENANCE OF A JOINT COMPUTER HARDWARE AND SOFTWARE SYSTEM

1.0 Director of System

The Washington County 9-1-1 Communications Department Director shall be the manager of the Computer System who shall oversee the acquisition, operation and maintenance (including upgrades) of the joint computer hardware and software system in support of the parties' public safety and communications operations.

2.0 Operation of the Computer System

- 2.1 The term "Computer System" shall mean any public safety and communications computer software or hardware which is jointly used by both City and County during the term of this Agreement but shall not include any computer hardware which is located exclusively on the premises of the Washington County Sheriff's Office, Washington County Emergency Medical Services or the City of Brenham Police and Fire Departments.
- 2.2 County and City shall operate the Computer System on a twenty-four (24) hour basis, seven (7) days a week. Each entity shall be responsible for their respective hardware and software that is under their primary management and control.
- 2.3 City and County shall share information with each other to facilitate modifications to their reporting requirements, data entry forms, software and hardware of the City and County operations. City and County shall also consult with each other prior to modifying their respective software and hardware, form design, or reporting requirements when these modifications may impact the other's software, hardware, form development or reporting requirements. During design and before final approval of any modification of any form design of shared forms, data elements, reporting requirements, software or hardware used in public safety operations, the party proposing the modifications shall notify the other party in writing of the details of the proposed modifications and allow the other party a reasonable time, considering the size and complexity of the proposed modifications, to review the modifications, evaluate all aspects of the impact of the proposed modifications on that party, and develop suggestions about how to eliminate or minimize any adverse impact and advise the proposing party of the results of the review and evaluation and the suggestions developed. City and County shall cooperate in both reaching the goals of the proposing party's modifications and minimizing the adverse impact on the other party.

- 2.4 All expenses for the annual subscriptions, maintenance and support fees for software and hardware applications and repairs of the Computer System incurred after the acquisition and installation of said System shall be paid forty-five percent (45%) by the City, forty-five percent (45%) by the County, and ten percent (10%) by Blinn Junior College. Beginning in 2018, and on or before October 1, 2018 and each year thereafter that this Agreement is in effect, the County shall cause to be sent to the City an invoice for 45% of the expenses for the annual subscriptions, maintenance and support fees as set forth in Exhibit D. This amount represents the City's share of the expenses for the annual subscriptions, maintenance and support fees that are to be paid by the County under the County's agreement with Zuercher Technologies. The City shall pay the County its share of said costs no later than October 31, 2018 and each year thereafter that this Agreement is in effect.
- 2.5 The County acknowledges that it has approved a contract to purchase said Computer System from Zuercher Technologies ("Vendor") with related acquisition, installation, training and technical support costs that will be paid directly to Vendor by the County with reimbursement by the City for said expenses in the amount of \$193,661.30, said amount (plus 3.00% interest annually) to be paid to the County by the City in five (5) annual payments, as set out in further detail in Exhibits C and D. All subsequent upgrades and additions/expansions of hardware or software shall be paid for by the respective agency incurring the upgrade. If the City or County (including other agencies sponsored by either party) desires to expand the number of individual licenses, each entity will pay for their own expansion. The cost of acquisition and associated details are set forth in the attached Exhibits C and D. Additionally, as soon as practicable after the effective date of this Agreement, the City shall assign to the County all funds to be received from its grant of \$72,800.00 obtained from the Criminal Justice Division of the Governor's Office for Conversion to the National Incident-Based Reporting System, to the extent said assignment is authorized by the agency providing the grant.
- 2.6 If this Agreement is terminated prior to the end of the useful life of any software, hardware or equipment that was purchased by City or County under this Agreement as set forth in Exhibits C and D, the Party purchasing the software, hardware or equipment shall keep it; however, fiber-optic line(s) attached to City telephone poles or installed in City right-of-way shall at all times remain the property of the City subject to its exclusive management and control.

Exhibit B

ZUERCHER

Software License and Service Agreement

Washington County, TX

This Software License and Service Agreement (this "Agreement") entered into as of this ____ day of _____, 20__ by and between Washington County, TX ("Customer"), for implementation at the Washington County E911, having its principal place of business at 301 N. Baylor Street, Brenham, TX 77833, and Zuercher Technologies LLC ("Zuercher"), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of Zuercher and Customer with regard to the public safety software, hardware, and related services to be provided by Zuercher under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.7 Additional Components

Other components (hardware and/or software, collectively "Third Party Components") may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited

to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8 Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 Zuercher agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas,

methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

4.3.1.1 Zuercher maintains a security program for managing access to customer data -- particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Zuercher will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, Zuercher will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the Zuercher staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse Zuercher for the cost of Zuercher Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable Zuercher office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Termination

6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Texas state law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Texas, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Texas state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S.

mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes

on net profits which may be levied against Zuercher. Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide Zuercher with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.

- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Washington County, TX

John Brieden
Washington County Judge

Signature

Date

Zuercher Technologies, LLC

Blake Clark
CFO

Signature

Date

Exhibit A: Statement of Work

Zuercher will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Zuercher Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI • Quickest path unit recommendation
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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
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CAD – Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher CAD system
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) Serve Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
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Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher Mapping system
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration
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| Mapping AVL – Agency Site License | <ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher Mapping AVL system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mapping AVL Playback | <ul style="list-style-type: none"> • Displays on the map • View by time, by unit, by CFS | <ul style="list-style-type: none"> • Print or export playback data |
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| Civil (Core) | <ul style="list-style-type: none"> • Civil Papers • Configurable paper types | <ul style="list-style-type: none"> • Service attempt log • Full audit trail |
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| Civil (Advanced) | <ul style="list-style-type: none"> • Executions, distress warrants, and foreclosures • Civil Cases • Automatic invoice creation | <ul style="list-style-type: none"> • Receipts and statements • Interest calculations • Deadline calculations • Custom Forms |
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| Civil – Agency Site License | <ul style="list-style-type: none"> • Allows agencies named herein to access and use Customer's Zuercher Civil system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Jail (Core) | <ul style="list-style-type: none"> • Booking, Intake, and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine • Jail Billing • Bond Payments • Sentence calculation and Good Time | <ul style="list-style-type: none"> • Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Court Events • Classification • Cell Recommendation • Inmate Classes and Transportation • Full audit trail |
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Jail (Advanced)	• Advanced Inmate Bank • Expenses • Expungement Log • Sentence Reductions • Inmate Checks	• Inmate Work Shifts • Stay Scheduling (Weekenders) • Multiple Facilities • Jail workflow • Custom Forms
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Jail – Agency Site Licenses	• Allows facilities named herein to access and use Customer's Zuercher Jail system
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional or Primary Agency.

Mobile Core	• Grants access to the Zuercher Mobile application
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Mobile Mapping AVL	• Vehicles shown on map • Call for service integration
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Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
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Mobile Civil	• Service attempts log • Print out papers
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Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
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Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
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Portal (Community Involvement Pack)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Remote CFS View)	• Read-only access • Web access to CFS Data	• Agency-defined permissions
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions
Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Citations and Warnings • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Basic Accident Reports • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's Zuercher Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
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Community Data Platform	• Searchable repository of incident data from agencies across the US • RMS incident data to include: date of occurrence, location, incident type description, case status, case number, and agency	• Contribute data from CAD, RMS, Incidents, Arrests, Warrants, and Master Names • Search the same data from other participating agencies within the same state
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Crimemapping.com	• Online public portal • Searchable/printable map display • CAD and RMS incidents plotted based on user defined filters • Citizen email alert sign-up • Online Tip Submission	
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1.1 Interfaces

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

1.1.1 CAD – Basic Paging Interface (SMS/Email) (Export)

This is a one-way interface from Zuercher CAD. Pages are sent via email, SMS, and/or CAP codes from Zuercher CAD. Zuercher enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 CAD—Criteria Based Dispatch Interface (Import and Export)

This is a two-way interface between Zuercher CAD and Criteria Based Dispatch's EMS system. Agency(s) that require CAD information, such as location, incident code and units, are configured to export applicable CAD data upon any of those agency's units being dispatched. CAD exports CFS data via the PCP integration specified in the CBD's API upon initial unit dispatch, and sends updates when units are marked enroute, on scene and when cleared from the call. Once the EMS system has finished its dispatch recommendation, the EMS report and any incident code updates are returned back to the original CAD incident in Zuercher.

1.1.3 CAD –E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.*
- (b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.*
- (c) ALI data meets NENA standards*

1.1.4 CAD—Emergency Reporting Interface (Export)

This is a one-way interface from Zuercher CAD to Emergency Reporting. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by Emergency Reporting. Emergency Reporting is responsible for providing the credentials to Zuercher which are necessary to access and submit files to the web service.

1.1.5 CAD—ESO Solutions Interface (Export)

This is a one-way interface from Zuercher CAD to the ESO medical/EMS system. When triggered, qualifying information from CAD will be automatically exported to the ESO's SOAP-based web service. Exported CAD data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared*.)

*This interface will support multiple exports during a CFS (i.e. dispatch, enroute, on scene, and available times).

1.1.6 Zuercher CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. Zuercher provides the connection from Zuercher Suite to the SMTP server.

Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.

1.1.7 CAD—Airbus text to 911 (Import)

This is a one-way interface from Airbus Text-to-911 system to Zuercher CAD. The Airbus Text to 911 system will send I3 logged events containing SMS text to 911 message information, including caller number and full text message body details. The caller number and message body details will populate the CAD command log.

1.1.8 CAD—Voice Recorder Interface (Voice Products by NICE)

This is a two-way interface between the voice recorder system and Zuercher CAD. Zuercher Suite sends call for service (CFS) data to the Voice Recorder system via an API provided by Voice Products. The Voice Recorder system assigns the CFS data to the recording. Assigned voice recordings may be accessed with a link in the CFS screen which calls the Voice Products API for the recording. Playback is handled in accordance with workstation settings for the audio player.

1.1.9 Jail—Livescan/AFIS Interface (Export)

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

1.1.10 Jail—Lone Star Commissary Interface (Import and Export)

This is a two-way interface between Zuercher Jail and Lone Star's Commissary software. In the event of a booking, release, or cell change, Zuercher will send inmate location, demographics, and updated bank balance information to Lone Star's software. Zuercher will also poll Lone Star's software once every 30 minutes for updated balance info and individual transactions. In the event of an update, Zuercher will receive the current spending balance.

1.1.11 Jail—N-DEX Adapter (IB IEPD)

This is an adapter that produces XML that is conformant to the N-DEX Incarceration/Booking (IB) IEPD. Zuercher Suite transmits data to the N-DEX web service via Zuercher's existing N-DEX WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.12 Jail—LGS Courts Interface (Export)

This is a one-way interface from Zuercher Jail to LGS Courts Criminal Case Management system. Upon a completed booking in Zuercher Jail, inmate information and charge information is exported as an XML file to an LGS SFTP repository. LGS then imports the data to their Criminal Case Management system for prosecutors court case.

1.1.13 Jail—VINE Interface (Export)

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

1.1.14 Records—eCitations Interface (Import)

This is a one-way interface from Brazos eCitations to Zuercher Records. Brazos will export eCitations data as XML to a network share hosted by Contractor, using the Zuercher XML schema for the exported eCitations data. eCitations data will be imported automatically into Zuercher Records via a process which requires review and approval of each eCitations by a user before the eCitations data is saved to the master citations list in Records.

1.1.15 Records—N-DEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.16 Records—TX CRASH Interface (Import)

This is a one-way interface from the TX DOT's Crash Records Information System (CRIS) to Zuercher Records. The CRIS Share interface is an automated export of agency-specific TX CRASH reports that is setup as a web service hosted by TX DOT. Once per hour, accident report data is imported as XML into Records, where users will review and approve the accident records to add them to the accident report log. Accident report printout PDFs and crash diagrams are not available via this interface, but can be retrieved manually by the Customer using the imported TX CRASH ID that is imported from the CRIS Share interface.

1.1.17 Records—TX Crime Reporting (TIBRS) Interface

This is a one-way interface from Zuercher Records to Texas NIBRS. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

1.1.18 Records—Warrants Interface (Import)

This is a one-way interface from Tyler Technologies' Incode system to Zuercher Records. Every 15 minutes, the Incode Court system will send new warrants and warrant status updates to a network share. Zuercher will process the files from this share and place them into Records. Master name records in Zuercher Suite with an exact match on first name, last name and date of birth will be selected for new warrants. If an exact match is not found, a new master name record will be created. The court's network share is maintained by the Court IT administrator. This interface is dependent on Tyler Technologies' ability to provide the specified functionality.

1.1.19 Zuercher Suite – TLETS/NCIC Interface (Basic Query Package)

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following

basic queries will be generated by Zuercher Suite and passed to the NCIC server: DQ, RQ, BQ, QA, QG, and Driver History. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.20 Zuercher Suite – Additional Agency TLETS/NCIC Interface (Basic Query Package)

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality.

1.1.21 Zuercher Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

1.2 Data Conversion

Zuercher will provide data conversion services from one (1) of Customer's current software database sources to one (1) Zuercher database module. For example, Customer's current CAD database will be converted to Zuercher CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 New World CAD

Data will be converted into the Zuercher CAD module from the New World database and data will be provided in one of the formats listed above.

1.2.2 New World Records

Data will be converted into the Zuercher Records module from the New World database and data will be provided in one of the formats listed above.

1.2.3 New World Jail

Data will be converted into the Zuercher Jail module from the New World database and data will be provided in one of the formats listed above.

1.2.4 GIS Data Conversion (One-time Set Up)

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities,

Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be converted from the source files into the ArcGIS format, set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

2.0 Customer Hardware, Network and Power Requirements

Zuercher is not responsible for installation or networking of the computer hardware required for operating Zuercher Software.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) Zuercher Suite servers will be configured as follows:
 - (a) One (1) Production server with Lantronix remote access device
 - (b) One (1) Warm Standby server with Lantronix remote access device
 - (c) One (1) Testing/Training server
3. The servers will be installed at Washington County E911 and a standby location.
4. In addition to the standard Zuercher Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
6. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) Zuercher Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) Zuercher Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the Zuercher Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 Jail – Mugshot Camera Package

This contract will provide for one (1) mugshot camera package that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.6.2 Jail – Electronic Signature Pad (Topaz)

This contract will provide for one (1) electronic signature pad package that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

2.6.3 Mobile – GPS Receiver (Garmin)

This contract will provide for seventy-five (75) GPS receivers. These GPS receivers are the Garmin 18x USB model.

2.6.4 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)

This contract will provide for three(3) property and evidence barcode scanner and printer packages that will include three (3) wireless Wasp WWS550i barcode scanners, three (3) Wasp WPL305 label printers, and twelve (12) rolls of labels.

2.6.5 Records – Electronic Signature Pad (Topaz)

This contract will provide for three (3) electronic signature pad packages that will include three (3) SignatureGem LCD 1x5 pads with attached pens and three (3) USB cords.

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

Kristi Starnes

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)

- (b) Hardware Project Manager
 - (c) Zuercher Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
 4. Escalate issues to the Zuercher project manager
 5. Eliminate roadblocks for completing project on schedule
 6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
 7. Organize training schedules, training rooms, and training equipment
 8. Provide real world scenarios for testing and review

3.1.2 Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the Zuercher project team documents in the CMD how the software currently meets those

needs or how Zuercher plans to develop additional functionality to fulfill them.

3.2.3 CMD Approval

After the CMD is composed, the Zuercher project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 Configuration, Conversion, and Interfaces

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Implementation Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.4 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 Final System Review

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 Train-the-Trainer and/or End User Training

Zuercher offers several options for end user training. All of the training options provide hands-on use of

the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 Go Live

Zuercher provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day(s) using the new system goes smoothly.

3.2.8 System Acceptance

Customer has reviewed all aspects of the system to ensure that the system meets the required functionality. After system acceptance, the Zuercher Support Center becomes the point of contact for questions and concerns; however, the project implementation team continues to be available throughout the transition.

3.3 Training and Go Live Support

3.3.1 Training

Zuercher staff will provide for up to forty (40) person-days of on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

(19 person days on-site, 2 remote) – The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

(20 person days on-site, 2 remote) – Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training

(4 person days remote) – Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required, three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

(8 person days on-site) – Zuercher staff will be on site at Customer site for Go Live. The project manager and/or implementation analysts will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 20,140	\$ 20,140
Zuercher Suite Training/Testing Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 12,760	\$ 12,760
Zuercher Suite Warm Standby Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 20,140	\$ 20,140
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Esri Analyst License (Esri ArcGIS Network Analyst for Server)			1	\$ 5,000	\$ 5,000
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)	Washington County SO		1	\$ 2,485	\$ 2,485
Administration Core (Agency Site License)	Brenham PD		1	\$ 1,575	\$ 1,575
Administration Core (Agency Site License)	Blinn College PD		1	\$ 805	\$ 805
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)	Washington County 911		1	\$ 28,125	\$ 28,125
CAD Advanced (Agency Site License)	Washington County 911		1	\$ 9,375	\$ 9,375
CAD - Basic Paging Interface (SMTP/Email)			1	Included	Included
CAD - Criteria Based Dispatch Interface (Import and Export)			1	\$ 15,000	\$ 15,000
CAD - E911 (ANI/ALI) Interface	Airbus		1	Included	Included
CAD - Emergency Reporting Interface (Export)			1	\$ 5,500	\$ 5,500
CAD - ESO Solutions Interface (Export)			1	\$ 5,500	\$ 5,500
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
CAD - Text to 911 Interface (Import)	Airbus		1	\$ 9,000	\$ 9,000
CAD - Voice Recorder Interface	Voice Products (NICE)		1	\$ 15,000	\$ 15,000
Mapping Core			1	\$ 10,000	\$ 10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1	\$ 12,500	\$ 12,500
Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Washington County 911	Per Seat	3	\$ 750	\$ 2,250
Mapping AVL (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1	\$ 10,500	\$ 10,500
Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1	\$ 5,500	\$ 5,500
Civil Core			1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)	Washington County Court System		1	\$ 360	\$ 360
Civil Advanced (Agency Site License)	Washington County Court System		1	\$ 120	\$ 120
Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)	Washington County SO		1	\$ 20,869	\$ 20,869
Jail Advanced (Agency Site License)	Washington County SO		1	\$ 6,956	\$ 6,956
Jail - Livescan/AFIS Interface (Export)			1	\$ 7,590	\$ 7,590

Pricing Detail (continued)

Jail - Lone Star Commissary Interface (Export)			1	\$	10,000	\$	10,000
Jail - N-DEX Adapter (IB IEPD)			1		Included		Included
Jail - LGS Courts Interface (Export)			1	\$	15,000	\$	15,000
Jail - VINE Interface (Export)			1	\$	5,795	\$	5,795
Mobile Core			1	\$	5,000	\$	5,000
Mobile AVL	Washington County SO	Per Unit	26	\$	200	\$	5,200
Mobile AVL	Brenham PD	Per Unit	29	\$	200	\$	5,800
Mobile AVL	Burton PD	Per Unit	1	\$	200	\$	200
Mobile AVL	Washington County EMS	Per Unit	10	\$	200	\$	2,000
Mobile AVL	Brenham FD	Per Unit	9	\$	200	\$	1,800
Mobile CAD	Washington County SO	Per Unit	26	\$	450	\$	11,700
Mobile CAD	Brenham PD	Per Unit	29	\$	450	\$	13,050
Mobile CAD	Burton PD	Per Unit	1	\$	450	\$	450
Mobile CAD	Washington County EMS	Per Unit	10	\$	450	\$	4,500
Mobile CAD	Brenham FD	Per Unit	9	\$	450	\$	4,050
Mobile Civil	Washington County SO	Per Unit	26		Included		Included
Mobile Mapping	Washington County SO	Per Unit	26	\$	550	\$	14,300
Mobile Mapping	Brenham PD	Per Unit	29	\$	550	\$	15,950
Mobile Mapping	Burton PD	Per Unit	1	\$	550	\$	550
Mobile Mapping	Washington County EMS	Per Unit	10	\$	550	\$	5,500
Mobile Mapping	Brenham FD	Per Unit	9	\$	550	\$	4,950
Mobile NCIC	All LEA units	Per Unit	57		Included		Included
Mobile Records	Washington County SO	Per Unit	26	\$	950	\$	24,700
Mobile Records	Brenham PD	Per Unit	29	\$	950	\$	27,550
Mobile Records	Burton PD	Per Unit	1	\$	950	\$	950
Portal - Community Involvement Pack			1	\$	5,268	\$	5,268
Portal - Remote CFS Pack			1	\$	5,268	\$	5,268
Portal - Attorney Case View			1	\$	5,268	\$	5,268
Records Core			1	\$	7,500	\$	7,500
Records Core (Agency Site License)	Washington County SO		1	\$	21,300	\$	21,300
Records Core (Agency Site License)	Brenham PD		1	\$	13,500	\$	13,500
Records Core (Agency Site License)	Blinn College PD		1	\$	6,900	\$	6,900
Records Core (Agency Site License)	Burton PD		1	\$	300	\$	300
Records Advanced (Agency Site License)	Washington County SO		1	\$	7,100	\$	7,100
Records Advanced (Agency Site License)	Brenham PD		1	\$	4,500	\$	4,500
Records Advanced (Agency Site License)	Blinn College PD		1	\$	2,300	\$	2,300
Records Advanced (Agency Site License)	Burton PD		1	\$	100	\$	100
Records - eCitations Interface (Import)	Brazos		1	\$	6,500	\$	6,500
Records - N-DEX Adapter (IA IEPD)			1		Included		Included
Records - TX CRASH Interface (Import)			1	\$	12,000	\$	12,000
Records - TX Crime Reporting (TIBRS) Interface			1	\$	35,000	\$	35,000
Records - Warrants Interface (Import)	Tyler Incode		1	\$	12,000	\$	12,000
Reporting Core			1		Included		Included
Reporting Universal Interface Engine			1		Included		Included
Zuercher Suite - TLETS/NCIC Interface (Basic Queries)	Washington County 911		1	\$	10,000	\$	10,000
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Washington County SO		1	\$	2,500	\$	2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Brenham PD		1	\$	2,500	\$	2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Blinn College PD		1	\$	2,500	\$	2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Burton PD		1	\$	2,500	\$	2,500

Pricing Detail (continued)

Zuercher Suite - Time Synchronization Interface		1	Included	Included
Software and Servers Pre-Discount Subtotal			\$	619,848
Software and Servers Discount			\$	(158,441)
Software and Servers Total			\$	461,407
Subscriptions	Comments	Unit	Qty	
CAD CLQ Location and Image Retrieval Subscription (up to 1,000 messages per month)	Rekurs annually	1	\$ 5,500	\$ 5,500
Community Data Platform	Rekurs annually	1	Included	Included
IQ CrimeMapping.com Subscription	Rekurs annually	1	Included	Included
Subscriptions Total			\$	5,500
Peripheral Hardware	Comments	Unit	Qty	
Jail - Mugshot Camera Package (Canon EOS Rebel)		1	\$ 1,495	\$ 1,495
Jail - Electronic Signature Pad (Topaz)		1	\$ 495	\$ 495
Mobile - GPS Receiver (Garmin)	Washington County SO	26	\$ 85	\$ 2,210
Mobile - GPS Receiver (Garmin)	Brenham PD	29	\$ 85	\$ 2,465
Mobile - GPS Receiver (Garmin)	Burton PD	1	\$ 85	\$ 85
Mobile - GPS Receiver (Garmin)	Washington County EMS	10	\$ 85	\$ 850
Mobile - GPS Receiver (Garmin)	Brenham PD	9	\$ 85	\$ 765
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Washington County SO	1	\$ 1,295	\$ 1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Brenham PD	1	\$ 1,295	\$ 1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Blinn College PD	1	\$ 1,295	\$ 1,295
Records - Electronic Signature Pad (Topaz)	Washington County SO	1	\$ 495	\$ 495
Records - Electronic Signature Pad (Topaz)	Brenham PD	1	\$ 495	\$ 495
Records - Electronic Signature Pad (Topaz)	Blinn College PD	1	\$ 495	\$ 495
Peripheral Hardware Total			\$	13,735
Services	Comments	Unit	Qty	
Project Manager (includes travel time & expenses)		Per Project	1	\$ 50,458 \$ 50,458
System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	8	\$ 1,295 \$ 10,360
System Admin Training and Configuration (remote)		Per Day	7	\$ 795 \$ 5,565
Administration Training (remote)		Per Day	2	\$ 795 \$ 1,590
CAD Training (on-site, includes travel time & expenses)		Per Day	4	\$ 1,295 \$ 5,180
Civil Training (on-site, includes travel time & expenses)		Per Day	2	\$ 1,295 \$ 2,590
Jail Training (on-site, includes travel time & expenses)		Per Day	3	\$ 1,295 \$ 3,885
Mobile Training (on-site, includes travel time & expenses)		Per Day	8	\$ 1,295 \$ 10,360
Records Training (on-site, includes travel time & expenses)		Per Day	2	\$ 1,295 \$ 2,590

Pricing Detail (continued)

Go-live Support (on-site, includes travel time & expenses)		Per Day	8	\$	1,295	\$	10,360
Refresher Training (remote)		Per Day	4	\$	795	\$	3,180
Mapping - One-time GIS Data Set Up			1	\$	4,500	\$	4,500
Data Conversion	New World CAD	Per Module	1	\$	7,500	\$	7,500
Data Conversion	New World RMS	Per Module	1	\$	7,500	\$	7,500
Data Conversion	New World JMS	Per Module	1	\$	7,500	\$	7,500
Services Total						\$	133,118
TOTALS							
Software and Servers Pre-Discount Subtotal						\$	619,848
Software and Servers Discount						\$	(158,441)
Software and Servers Total						\$	461,407
Subscriptions Total						\$	5,500
Peripheral Hardware Total						\$	13,735
Services Total						\$	133,118
TOTAL						\$	613,760
Recurring (Subscriptions & Maintenance)							
Subscriptions (Year 1)						Pre-Paid	
Subscriptions (Year 2)			1		\$	5,500	
Subscriptions (Year 3)			1		\$	5,500	
Subscriptions (Year 4)			1		\$	5,500	
Subscriptions (Year 5)			1		\$	5,500	
Maintenance & Support (Year 1)			1			Included	
Maintenance & Support (Year 2)			1		\$	104,059	
Maintenance & Support (Year 3)			1		\$	109,262	
Maintenance & Support (Year 4)			1		\$	114,725	
Maintenance & Support (Year 5)			1		\$	120,461	
Taxes are not included in the pricing. On-site services provided on a 'per day' basis may include both actual time spent on site as well as travel time to and from the site(s).							

Exhibit C: Payment Schedule

The total amount of this contract is \$613,760.

The amounts due under this contract are as follows:

Upon contract execution	50%	\$306,880
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$184,128
Go Live	20%	\$122,752

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$104,059 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Exhibit D: Maintenance Agreement

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers.

3.2 GIS Data Maintenance

Zuercher will provide one (1) GIS update per month as part of this contract.

3.3 Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4 Customer Responsibilities

3.4.1 Access to Premises

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

3.4.2 Zuercher Server Access

Customer will ensure that all Zuercher Suite servers are network accessible to Zuercher at all times via SSH.

3.4.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4 Security

Customer is responsible for providing all network and physical security.

3.4.5 System Updates

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

APPENDIX 1 TO ZUERCHER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

This Community Data Platform Membership Program Agreement is provided as Appendix 1 to the Zuercher Software License and Maintenance Agreement. Zuercher is a TriTech Software Systems company.

Customer/Client: Washington County E911, TX

Membership

- A. TriTech Software Systems ("TriTech") offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:

	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
• Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
• QuickView	YES		

Free subscription to CrimeMapping.com

Public access to:

Radius searches of crime data from a specified location

Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date

Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type

Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.
- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by

Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential

information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.

- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the

deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH

AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail,

Washington County E911

Zuercher Suite Contract

ZUERCHER

postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:
Washington County E911
301 N. Baylor Street
Brenham, TX 77833

To TriTech:
TriTech Software Systems
Attn: Contracts
9477 Waples Street, Suite 100
San Diego, CA 92121

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

CUSTOMER'S SIGNATURE OF THE ZUERCHER SOFTWARE LICENSE AND SERVICE AGREEMENT TO WHICH THIS APPENDIX 1 IS ATTACHED CONSTITUTES CUSTOMER'S AGREEMENT TO THE TERMS OF THIS APPENDIX 1.

EXHIBIT C - COST BREAKDOWN BY AGENCY

Software and Servers	Comments	Unit	Qty	Price	Total
				\$0	
Zuercher Suite Production Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$20,140	\$20,140
Zuercher Suite Training/Testing Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$12,760	\$12,760
Zuercher Suite Warm Standby Server (Dell Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$20,140	\$20,140
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)				Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$5,000	\$5,000
Esri Analyst License (Esri ArcGIS Network Analyst for Server)			1	\$5,000	\$5,000
Administration Core			1	\$4,000	\$4,000
Administration Core (Agency Site License)	Washington County SO		1	\$2,485	\$2,485
Administration Core (Agency Site License)	Brenham PD		1	\$1,575	\$1,575
Administration Core (Agency Site License)	Blinn College PD		1	\$805	\$805
CAD Core			1	\$15,000	\$15,000
CAD Core (Agency Site License)	Washington County 911		1	\$28,125	\$28,125
CAD Advanced (Agency Site License)	Washington County 911		1	\$9,375	\$9,375
CAD - E911 (ANI/ALI) Interface	Vesta 911		1	Included	Included
CAD - Emergency Reporting Interface (Export)			1	\$5,500	\$5,500
CAD - ESO Solutions Interface (Export)			1	\$5,500	\$5,500

CAD - PulsePoint Interface (Export)			Included	Included
CAD - Rip and Run (Fax/Email) Interface			1 Included	Included
CAD-Text to 911 Interface (Import)	Vesta 911		1 \$9,000	\$9,000
CAD - Voice Recorder Interface	Voice Products (NICE)		1 \$15,000	\$15,000
CAD - Criteria Based Dispatch Interface (Import and Export)			1 \$15,000	\$15,000
Mapping Core			1 \$10,000	\$10,000
Mapping Core (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1 \$12,500	\$12,500
Mapping Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Washington County 911	Per Seat	3 \$750	\$2,250
Mapping AVL (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1 \$10,500	\$10,500
Mapping AVL Playback (Agency Site License) for Full-Time CAD Workstations	Washington County 911	Per Agency	1 \$5,500	\$5,500
Civil Core			1 \$5,000	\$5,000
Civil Core (Agency Site License)	Washington County Court System		1 \$360	\$360
Civil Advanced (Agency Site License)	Washington County Court System		1 \$120	\$120
Jail Core			1 \$20,000	\$20,000
Jail Core (Agency Site License)	Washington County SO		1 \$20,869	\$20,869
Jail Advanced (Agency Site License)	Washington County SO		1 \$6,956	\$6,956
Jail - Livescan/AFIS Interface (Export)			1 \$7,590	\$7,590
Jail - Lone Star Commissary Interface (Import and Export)			1 \$10,000	\$10,000
Jail - N-DEx Adapter (IB IEPD)			1 Included	Included
Jail - VINE Interface (Export)			1 \$5,795	\$5,795
Mobile Core			1 \$5,000	\$5,000
Mobile AVL	Washington County SO	Per Unit	26 \$200	\$5,200
Mobile AVL	Brenham PD	Per Unit	29 \$200	\$5,800
Mobile AVL	Burton PD	Per Unit	1 \$200	\$200

Mobile AVL	Washington County EMS	Per Unit	10	\$200	\$2,000
Mobile AVL	Brenham FD	Per Unit	9	\$200	\$1,800
Mobile CAD	Washington County SO	Per Unit	26	\$450	\$11,700
Mobile CAD	Brenham PD	Per Unit	29	\$450	\$13,050
Mobile CAD	Burton PD	Per Unit	1	\$450	\$450
Mobile CAD	Washington County EMS	Per Unit	10	\$450	\$4,500
Mobile CAD	Brenham FD	Per Unit	9	\$450	\$4,050
Mobile Civil	Washington County SO	Per Unit	26	Included	Included
Mobile Mapping	Washington County SO	Per Unit	26	\$550	\$14,300
Mobile Mapping	Brenham PD	Per Unit	29	\$550	\$15,950
Mobile Mapping	Burton PD	Per Unit	1	\$550	\$550
Mobile Mapping	Washington County EMS	Per Unit	10	\$550	\$5,500
Mobile Mapping	Brenham FD	Per Unit	9	\$550	\$4,950
Mobile NCIC	All LEA units	Per Unit	57	Included	Included
Mobile Records	Washington County SO	Per Unit	26	\$950	\$24,700
Mobile Records	Brenham PD	Per Unit	29	\$950	\$27,550
Mobile Records	Burton PD	Per Unit	1	\$950	\$950
Portal - Community Involvement Pack			1	\$5,268	\$5,268
Portal - Remote CFS Pack			1	\$5,268	\$5,268
Portal - Attorney Case View			1	\$5,268	\$5,268
Records Core			1	\$7,500	\$7,500
Records Core (Agency Site License)	Washington County SO		1	\$21,300	\$21,300
Records Core (Agency Site License)	Brenham PD		1	\$13,500	\$13,500
Records Core (Agency Site License)	Blinn College PD		1	\$6,900	\$6,900
Records Core (Agency Site License)	Burton PD		1	\$300	\$300
Records Advanced (Agency Site License)	Washington County SO		1	\$7,100	\$7,100
Records Advanced (Agency Site License)	Brenham PD		1	\$4,500	\$4,500
Records Advanced (Agency Site License)	Blinn College PD		1	\$2,300	\$2,300
Records Advanced (Agency Site License)	Burton PD		1	\$100	\$100
Records - eCitations Interface (Import)	Brazos		1	\$6,500	\$6,500
Records - N-DEx Adapter (IA IEPD)			1	Included	Included

Records - TX CRASH Interface (Import)		1	\$12,000	\$12,000
Records - TX Crime Reporting (TIBRS) Interface		1	\$35,000	\$35,000
Records - Warrants Interface (Import)	Tyler Incode	1	\$12,000	\$12,000
Records - LGS Courts Interface (Import)		1	\$15,000	\$15,000
Reporting Core		1	Included	Included
Reporting Universal Interface Engine		1	Included	Included

Zuercher Suite - TLETS/NCIC Interface (Basic Queries)	Washington County 911	1	\$10,000	\$10,000
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Washington County SO	1	\$2,500	\$2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Brenham PD	1	\$2,500	\$2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Blinn College PD	1	\$2,500	\$2,500
Zuercher Suite - Additional Agency TLETS/NCIC Interface	Burton PD	1	\$2,500	\$2,500

Zuercher Suite - Time Synchronization Interface	1	Included	Included
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Software and Servers Pre-Discount Subtotal	\$619,848
Software and Servers Discount	\$158,441
Software and Servers Total	\$461,407

CAD CLQ Location and Image Retrieval			
Subscription (up to 1,000 messages per month) Recurs annually	1	\$5,500	\$5,500

IQ Search Subscription	Recurs annually	1 Included	Included
IQ CrimeMapping.com Subscription	Recurs annually	1 Included	Included
Subscriptions Total			\$5,500

Peripheral Hardware	Comments	Unit	Qty	
Jail - Mugshot Camera Package (Canon EOS Rebel)			1	\$1,495 \$1,495
Jail - Electronic Signature Pad (Topaz)			1	\$495 \$495
Mobile - GPS Receiver (Garmin)	Washington County SO		26	\$85 \$2,210
Mobile - GPS Receiver (Garmin)	Brenham PD		29	\$85 \$2,465
Mobile - GPS Receiver (Garmin)	Blinn College PD		0	\$85 \$0
Mobile - GPS Receiver (Garmin)	Burton PD		1	\$85 \$85
Mobile - GPS Receiver (Garmin)	Washington County EMS		10	\$85 \$850
Mobile - GPS Receiver (Garmin)	Brenham FD		9	\$85 \$765
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Washington County SO		1	\$1,295 \$1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Brenham PD		1	\$1,295 \$1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Blinn College PD		1	\$1,295 \$1,295
Records - Electronic Signature Pad (Topaz)	Washington County SO		1	\$495 \$495
Records - Electronic Signature Pad (Topaz)	Brenham PD		1	\$495 \$495
Records - Electronic Signature Pad (Topaz)	Blinn College PD		1	\$495 \$495
Peripheral Hardware Total				\$13,735

Services	Comments	Unit	Qty	
Project Manager (includes travel time & expenses)		Per Project	1	\$50,458 \$50,458

System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	8	\$1,295	\$10,360
System Admin Training and Configuration (remote)		Per Day	7	\$795	\$5,565
Administration Training (remote)		Per Day	2	\$795	\$1,590
CAD Training (on-site, includes travel time & expenses)		Per Day	4	\$1,295	\$5,180
Civil Training (on-site, includes travel time & expenses)		Per Day	2	\$1,295	\$2,590
Jail Training (on-site, includes travel time & expenses)		Per Day	3	\$1,295	\$3,885
Mobile Training (on-site, includes travel time & expenses)		Per Day	8	\$1,295	\$10,360
Records Training (on-site, includes travel time & expenses)		Per Day	2	\$1,295	\$2,590
Go-live Support (on-site, includes travel time & expenses)		Per Day	8	\$1,295	\$10,360
Go-live Support (remote)		Per Day		\$795	
Refresher Training (remote)		Per Day	4	\$795	\$3,180
Mapping - One-time GIS Data Set Up			1	\$4,500	\$4,500
Data Conversion	New World CAD	Per Module	1	\$7,500	\$7,500
Data Conversion	New World RMS	Per Module	1	\$7,500	\$7,500
Data Conversion	New World JMS	Per Module	1	\$7,500	\$7,500
Services Total					\$133,118
TOTALS					

Software and Servers Pre-Discount Subtotal	\$619,848
Software and Servers Discount	\$158,441
Software and Servers Total	\$461,407
Subscriptions Total	\$5,500
Peripheral Hardware Total	\$13,735
Services Total	\$133,118
TOTAL	\$613,760

Distribution of Costs per agency

Washington County (WA County Court and Constables)	\$354,315.00
City of Brenham	\$135,495.00
Blinn College	\$14,295.00
Burton PD	\$5,135.00
Shared Assets	\$262,961.00

Total Cost	\$772,201
Discount	\$158,441

Total Cost less Discount \$613,760

ONLY % CAN BE MODIFIED	Only cells in this color can be modified	
Discount Allocation by percentage per agency	Percentage	Total Discount per agency

Washington County (WA County Court and Constables)	85%	\$134,674.85
City of Brenham	15%	\$23,766.15
Blinn College		\$0.00
Burton PD		\$0.00
Total Discount		\$158,441.00

Shared Asset Allocation by percentage per agency

	Percentage	Total per agency
Washington County (WA County Court and Constables)	45%	\$118,332.45
City of Brenham	45%	\$118,332.45
Blinn College	10%	\$26,296.10
Burton PD		\$0

Total Grant Amount

\$72,800.00

Grant Distribution per Agency

	Percentage	Total Grant Applied per agency
Washington County (WA County Court and Constables)	50%	\$36,400.00
City of Brenham	50%	\$36,400.00
Blinn College	0%	\$0.00
Burton PD		\$0.00
Total Grant Amount		\$72,800.00

Total cost by agency

Washington County (WA County Court and Constables)	\$301,572.60
City of Brenham	\$193,661.30
Blinn College	\$40,591.10
Burton PD	\$5,135.00

Total Due	\$540,960.00
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EXHIBIT D

ACQUISITION COSTS AND ANNUAL SUBSCRIPTIONS, MAINTENANCE AND SUPPORT COSTS

Acquisition Costs

The acquisition of the Computer System will be paid by the County to the Vendor in accordance with the purchase contract between the County and Zuercher Technologies. The City's share of acquisition costs of the Computer System in the amount of \$193,661.30 will be paid to the County in five (5) annual payments, with the City paying interest to the County on the outstanding balance at an annual interest rate of 3.00%, and each annual payment of \$41,758.00 (said amount includes the 3.00% annual interest) shall be paid on or before October 10th each year beginning in 2017, in accordance with Paragraph 2.5 of Exhibit A to this Agreement.

Annual Subscriptions, Maintenance and Support Costs

The annual software subscriptions, maintenance and support costs will be paid forty-five percent (45%) by the City, forty-five percent (45%) by the County, and ten percent (10%) by Blinn Junior College. The annual software subscriptions, maintenance and support costs are detailed below.

Annual Amount: Subscriptions

Year 1	Pre-Paid
Year 2	\$ 5,500.00
Year 3	\$ 5,500.00
Year 4	\$ 5,500.00
Year 5	\$ 5,500.00

Annual Amount: Maintenance & Support

Year 1	Included in Zuercher Technologies Contract
Year 2	\$ 104,059.00
Year 3	\$ 109,262.00
Year 4	\$ 114,725.00
Year 5	\$ 120,461.00