



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 11, 2021 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Adonna Saunders**
- 3. Citizens Comments**
- 4. Service Recognitions**
 - ♦ **Larry Moreno, Jr. - Parks Department, 25 years**
- 5. Special Recognitions**
 - ♦ **Washington County Chamber of Commerce 2020 Woman of the Year - Jennifer Eckermann**
 - ♦ **2020 Economic Excellence Award from the Texas Economic Development Council**

CONSENT AGENDA

- 6. Statutory Consent Agenda**

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

 - 6-a. Approve the Minutes from the February 4, 2021 Regular City Council Meeting and the February 17, 2021 Emergency Special City Council Meeting**
 - 6-b. Approve Ordinance No. O-21-004 on Its Second Reading Amending the FY2020-21 Adopted Budget**

- 6-c. Approve Ordinance No. O-21-005 on Its Second Reading Amending the City of Brenham Code of Ordinances, Chapter 26 - Utilities, Article II - Industrial Wastewater and Discharge Standards and Pretreatment Program**
- 6-d. Approve Ordinance No. O-21-006 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services**
- 6-e. Approve Ordinance No. O-21-007 on Its Second Reading Amending the Rate Tariff Schedule for the City of Brenham Sanitary Sewer System**
- 6-f. Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction LLC. Through the Lower Colorado River Authority (LCRA), In An Amount Not to Exceed \$53,585.00, for the Annual Pole Changeout Program and Authorize the Mayor to Execute Any Necessary Documents**

WORK SESSION

- 7. Discussion and Presentation of the City of Brenham Police Department's:**
 - a. 2020 Annual Report**
 - b. 2020 Racial Profiling Report**

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Resolution No. R-21-001 Related to the Mayoral Declaration of Local Disaster Due to A Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic**
- 9. Discuss and Possibly Act Upon Bid No. 21-004 Related to the Annual Generator Maintenance and Inspection Contract for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation**
- 10. Discuss and Possibly Act Upon Resolution No. R-21-008 Related to the Award of RFQ No. 21-005 for Grant Administration and/or Planning Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture**

11. **Discuss and Possibly Act Upon Resolution No. R-21-009 Related to the Award of RFP No. 21-006 for Engineering/Architecture/Surveying Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture**
12. **Discuss and Possibly Act Upon an Electronic Payment Processing Agreement Between the City of Brenham and VeriCheck, Inc. for Services Related to the Electronic Payment and Collection of Hotel Occupancy Taxes and Authorize the Mayor to Execute Any Necessary Documentation**
13. **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.

EXECUTIVE SESSION

14. **Section 551.086 Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Sales Contract Between WTG Gas Marketing, Inc. and City of Brenham, Texas and Associated Issues**

RE-OPEN REGULAR SESSION

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 March 11, 2021 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on March 8, 2021 at 9:30 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 4, 2021 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Andrew Ebel
Councilmember Susan Cantey
Councilmember Keith Herring
Councilmember Clint Kolby
Councilmember Adonna Saunders
Councilmember Albert Wright

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Assistant City Manager – Public Services/Utilities Donald Reese, Assistant City Manager – Chief Financial Officer Carolyn Miller, Deputy City Secretary Karen Stack, Fire Chief Ricky Boeker, Public Works Director Dane Rau, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, David Doelitsch, and Police Officer Marley Mayo.

Citizens present:

Emanuel Glockzin, B. Ross, Shannan Canales, Cameron Crawford, Julia Crawford, Austin Taylor, Jared Engelke, Leah Cook, Danny Holle, Cullen Holle, and Steven Medina

Media Present:

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

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

3. Citizens Comments

There were no citizen comments.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Approve the Termination of the 2016 Economic Development Services Agreement Between the City of Brenham, the Brenham Community Development Corporation (BCDC) and the Economic Development Foundation of Brenham, Inc. that Created the Greater Brenham Economic Development Alliance and Authorize the Mayor to Execute Any Necessary Documentation**
- 4-b. Approve an Agreement between Jack Henry & Associates, Inc. and the City of Brenham for RemitPlus Software and Services and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the Statutory Consent Agenda Item 4-a. and 4-b. as presented.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

WORK SESSION

5. Discussion and Presentation Regarding Current Policies and Procedures for Mobile Food Vendors and Associated Vendor Permits

This item was presented by City Manager James Fisher. Fisher explained that the City has recently received inquiries regarding the City's Mobile Food Establishment permitting process and associated requirements. Fisher said staff have received the most inquiries concerning the requirement that mobile food vendors who park on a City right-of-way (ROW) move their trailer each night.

Councilmember Cantey asked whether there have been any formal complaints from citizens regarding Mobile Food Establishments. Director of Development Services Stephanie Doland replied that there have been no complaints. Councilmember Cantey said she thinks food trucks are wonderful.

Councilmember Kolby said he had reviewed the Mobile Food Establishment permit application and felt many of the requirements seem arbitrary. Kolby questioned why permit duration was only 45 days. Kolby added he would be in favor of allowing food trucks to park on ROW's for multiple nights.

Councilmember Saunders said packing up and moving a food truck every night is a nuisance and trucks should be allowed to park for multiple nights. Kolby noted that there are no cars parking downtown overnight so allowing food trucks to park overnight would not be a burden to downtown businesses. Saunders added that she believes food trucks bring in visitors to the City.

Mayor Tate addressed Shannan Canales, owner of Las Americas Latin Cuisine. Tate asked whether, as owner of a brick-and-mortar restaurant downtown, she felt resentment toward the food trucks operating downtown. Canales replied she had no resentment towards them. Canales added that many of these owners are her friends and she buys food from them frequently. Canales said that individuals who are food truck customers one night may be her customers the next night.

Councilmember Herring asked Fire Chief Ricky Boeker if he had concerns about food trucks downtown. Boeker said the Fire Department had never had an issue before and added that in order to receive a permit, the trucks need to have fire safety features. Herring asked whether the Main Street Board had discussed a possible revision to the Mobile Food Establishment ordinance. Fisher said they had not, but any revisions would be presented to this board as well as the Planning and Zoning Commission. Herring said mobile food truck vendors should be included in that process.

Mayor Tate asked Assistant Building Official David Doelitsch whether the City recognizes permits from other municipalities when a food truck from another city comes to Brenham for a weekend event. Doelitsch replied no, the City only recognizes state permits.

Councilmember Kolby asked how often brick-and-mortar food establishments are required to renew their permits. Doelitsch replied they must renew every year, on January the 1st. Kolby asked why Mobile Food Establishment vendors must renew every 45 days. City Attorney Cary Bovey said the 45-day term came from the vendor permit ordinance, but it can be changed. Mayor Pro Tem Ebel asked what the fee for the 45-day permit is. Bovey replied \$50.00. Councilmember Saunders asked what the fee is for the brick-and-mortar restaurants, Doelitsch replied that it varies but is about \$150.00 annually. Saunders observed that the total annual permit cost for Mobile Food Establishment vendors is much higher than for brick-and-mortar restaurants.

Councilmember Kolby said the Mobile Food Establishment permits should be for six months at least. Councilmember Cantey said that the City should maintain control and flexibility so that it can address problems if a particular food truck becomes a burden.

Citizen Cullen Holle said he appreciates the City looking at this because moving his food truck every night is a burden and has caused excessive wear-and-tear on his truck. Another citizen said the requirement of moving a truck is burdensome for food truck owners and there is no benefit to anyone.

Councilmembers Saunders and Herring expressed concern that Mobile Food Establishments would become permanent and immobile if there was no requirement to periodically move them. Bovey said the ordinance can be written in a way that would ensure the trucks remain mobile. A citizen noted that the permits issued by the City already require that vendors must remain mobile.

Canales said that the City should consider having two types of Mobile Food Establishment permits, one for vendors who plan to stay for only one event, and a longer duration permit for those who intend to stay longer.

REGULAR SESSION

6. Discuss and Possibly Act Upon Resolution No. R-21-003 Providing Support for Sandy Point Housing, Ltd.'s Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 2021 Competitive 9% Housing Tax Credits for a Single-Family Development in Brenham, Washington County, Texas and Authorize the Mayor to Execute Any Necessary Documentation

City Manager James Fisher presented this item. Fisher reported that Sandy Point Housing, Ltd. has proposed a development of 27 single-family homes for affordable rental housing located on approximately 9.01 acres of land on Pecan Street. Sandy Point Housing has made an application to the Texas Department of Housing and Community Affairs (TDHCA) requesting 2021 competitive 9% housing tax credits for the development. The housing units will not be for individual sale but will be retained for rental use for low- to moderate-income families. In order to assist them with their tax credit application, Sandy Point Housing is requesting that Council approve Resolution No. R-21-003, which provides support for the project and provides a one-time \$250 discount towards water/sewer tap fees. Fisher said he has seen other properties developed by the Sandy Point developer and they are of good quality.

Fisher explained that in 2020, the City provided resolutions of support for TDHCA competitive 9% housing tax credit applications for the Fairview Terrace and Trinity Trails projects. Given that these projects are due to begin construction this year, and the multiple other subdivisions currently under construction, it is recommended that the City pause on granting any letters of support for tax credits until a Residential Needs Assessment can be completed. This assessment will allow the City to understand what type of housing is currently in place and what is needed. Fisher noted that the assessment would be beneficial to employers, especially Brenham ISD, and people who want to relocate to our community. Fisher said the report would cost approximately \$22,000 and take 10-14 weeks to complete. Fisher said staff are recommending that Council pass a version of the resolution that does not provide support for the tax credit application, but instead states Council has no objection to the application.

Mayor Pro Tem Ebel asked whether property owners in the area surrounding the proposed development have been advised of this application. Fisher said he did not believe they had.

A citizen commented that none of the neighboring property owners had been notified of the proposed development and she had learned about it from the newspaper. She expressed concern that the addition of so many rental units in one area would impact the value of neighboring properties.

Fisher introduced Sandy Point developer Emanuel Glockzin, who said that the proposed development will consist of 27 homes that will be 85-90% brick, have 4 or 5 bedrooms, fenced yards, two-car garages, and high-efficiency heating and air conditioning units. The houses will be valued at \$350,000 each. Glockzin added that the properties will be on the tax roll and an onsite manager will live in one of the units. Glockzin said that in 2007 he developed a similar project in College Station, and the City of College Station has been happy with it.

Councilmember Herring said that Brenham has a definite need for affordable rental housing. Herring suggested that the City can still go forward with the Residential Needs Assessment, but the Chamber of Commerce has already had housing forums that have revealed a need for more rental housing. Herring noted that the median income in Washington County is about \$48,000.

Economic Development Director Susan Cates asked what the annual income cap would be to live in the housing. Glockzin replied that the cap would be \$71,000.00. Glockzin explained that because of the proposed tax credit financing, the units would be offered at about \$1,000.00 per month, which is less than the market rate.

Herring said he was concerned that neighboring property owners had not been notified by the developer. Glockzin said that he had not notified neighbors because the area is already zoned for single-family units; therefore, he was not required to do so.

Councilmember Kolby noted that a development such as Sandy Point would have been beneficial when he was first married. Kolby went on to say that he has no problem with this development, and it is a great idea for young families.

Councilmember Kolby said he would be surprised if a housing study didn't show that Brenham needs affordable housing, and he was in favor of approving the resolution in support of the tax credit application. Councilmember Herring agreed and added that the developer has a deadline for the tax credit and waiting for a Residential Needs Assessment would mean the developer would have to wait another year to apply.

A motion was made by Councilmember Herring and seconded by Councilmember Kolby to approve Resolution R-21-003 providing support for Sandy Point Housing, Ltd.'s Submission of an application to the Texas Department of Housing and Community Affairs requesting 2021 competitive 9% Housing Tax Credits for a Single-Family Development in Brenham, Washington County, Texas, subject to the developer contacting neighboring property owners to provide information about the development, and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

7. Discuss and Possibly Act Upon a Ground Space Lease Agreement with Aviators Plus, LLC for Construction of a Hangar at the Brenham Municipal Airport (3195 Aviation Way) and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Planning Technician Kim Hodde. Hodde reported that a similar agreement was approved by Council in August 2020; however, since then Aviators Plus has decided they would like to construct a larger hangar. Hodde noted that the lease agreement is the City's standard ground-space lease for \$.10 per square foot and the lease rate may increase up to \$.02 per square foot in a five-year period as the prevailing rates change.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve a Ground Space Lease Agreement with Aviators Plus, LLC for construction of a hangar at the Brenham Municipal Airport (3195 Aviation Way) and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

8. Discuss and Possibly Act Upon Resolution No. R-21-004 Amending the Bylaws of the Brenham Community Development Corporation and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by City Manager James Fisher. Fisher reported that on January 28, 2021, the Brenham Community Development Corporation (BCDC) Board of Directors voted to amend Section 3.02 of its bylaws, which addresses qualifications for membership in the Board. The current bylaws require all members of the Board of Directors to be City of Brenham residents. The proposed amendment would allow up to three (3) members to be non-City residents, so long as they reside either within Washington County or within 10 miles of the City borders.

Fisher noted that the BCDC Board of Directors also asked for language to be added to the bylaws that would provide for staggering the terms of the Chair and Vice Chair. These changes are still being reviewed by the City Attorney and are not included in the resolution being presented to Council.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve Resolution No. R-21-004 amending the bylaws of the Brenham Community Development Corporation and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon the Appointment of Jim Kolkhorst to the Brenham Community Development Corporation Board of Directors with a Term Ending December 31, 2022

City Manager James Fisher presented this item. Fisher said Jim Kolkhorst has been recommended by the Economic Development Foundation to serve on the Brenham Community Development Corporation Board of Directors. This recommendation is part of the discussions from the Joint Committee for Economic Development that created the new Interlocal Agreement for Economic Development passed by the City and Washington County in December 2020.

A motion was made by Councilmember Cantey and seconded by Councilmember Saunders to approve the appointment of Jim Kolkhorst to the Brenham Community Development Corporation Board of Directors with a term ending December 31, 2022.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement, 2020-02 with Strand Associates, Inc. Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Public Works Director Dane Rau. Rau said that on May 21, 2020, the City Council approved Contract 20-02 with Strand Associates. The contract was for professional services related to the Old Chappell Hill Road widening and intersection improvements. Since that contract was approved, TxDOT agreed to pay for the intersection improvements because it is in their right-of-way, and the City would pay for the road widening because that project is in the City's right-of-way. This change will save the City money, but it changed the scope of work for Strand, requiring an amendment to the Professional Services Agreement for \$67,000 more than the original amount of \$200,000.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve Amendment No. 1 to the Professional Services Agreement 2020-02 with Strand Associates related to the Old Chappell Hill Road improvements and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Discuss and Possibly Act Upon the Award of Bid for Project No. 2020-02 Related to the Old Chappell Hill Road Improvements and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Public Works Director Dane Rau. Rau reported that five bids were received for this project, which will widen Old Chappell Hill Road from FM 577 to the Citizens Collection Station. Brazos Paving, Inc. was the low bidder at \$724,044.50. Strand Associates performed a reference check on Brazos Paving and the results were positive. In addition, Brazos Paving is a local company. Rau noted that the total budget for this project was \$1.1 million dollars. With engineering, the total cost of the project would be under budget at \$991,044.

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to award a bid for City of Brenham Project No. 2020-02 related to the Old Chappell Hill Road improvements to Brazos Paving, Inc. in the amount of \$724,044.50 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon a Professional Services Agreement with Jones-Carter Related to the Brenham Family Park Phase I Development and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Public Works Director Dane Rau. Rau said that with the Brenham Family Park project nearing final approval by Texas Parks & Wildlife, the City will need to move forward with design, permitting, amenity additions, construction services, and bidding. Rau stated that the Brenham Community Development Corporation has already set aside funds for Professional Services related to the design of the park. The presented agreement from Jones-Carter will cost \$252,500 and will take the City through Phase 1(a) of the project.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve a Professional Services Agreement with Jones-Carter related to the Brenham Family Park Phase 1 Development at a cost of \$252,500 and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

13. Discuss and Possibly Act Upon the Award of Bid for Project No. 66C-13G Related to the Ralston Creek Lift Station Elevation and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Assistant City Manager – Public Services/Utilities Donald Reese. Reese said that on January 19, 2021 Strand Associates, Inc. and City of Brenham personnel opened bids regarding the Ralston Creek Lift Station Elevation, Contract No. 66C-13G. There were three (3) bids received. Solid Bridge Construction, LLC was the low bidder at \$358,930.00.

Reese explained that the Ralston Creek Lift Station lies in the FEMA 100-year floodplain and has become flooded due to heavy rain along Ralston Creek resulting in an inflow of storm water. The scope of work for this project is to raise the top of the existing lift station approximately four feet to get it three feet above the 500-year flood elevation. Reese advised that project funding will be provided by 75% FEMA reimbursement and 25% City Match Wastewater Fund Reserves and 2017 Certificate of Obligation.

A motion was made by Councilmember Saunders and seconded by Councilmember Cantey to award a bid for City of Brenham project 66C-13G related to the Ralston Creek Lift Station Elevation in the amount of \$358,930.00 to Solid Bridge Construction, LLC and authorize the Mayor to execute any necessary documentation.

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

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Andrew Ebel	Yes
Councilmember Susan Cantey	Yes
Councilmember Keith Herring	Yes
Councilmember Clint Kolby	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

14. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- The white circles spray painted on Business 36 is due to the beginning of an inlay project by TxDOT in the Spring.
- COVID vaccines at the SubHub are going very well, and 8,000 vaccines have been provided in three weeks. 50-60 employees are volunteering to assist. The second round of vaccines will begin February 17th.
- The Parks & Recreation Advisory Board is putting three Little Free Libraries in City Parks in March 2021.
- The Alton Elementary Gateway Civics Program will be virtual this year.
- The candidate filing deadline for the May General Election is February 12th.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Karen Stack
Deputy City Secretary

Brenham City Council Minutes

An emergency special meeting of the Brenham City Council was conducted virtually via teleconference and/or videoconference on February 17, 2021 beginning at 2:00 p.m.

This Emergency Meeting was held pursuant to the authority provided in Texas Government Code Section 551.045 in that an emergency and/or urgent public necessity exist and immediate action is required by the governing body of the City of Brenham to address the imminent threats to public health and safety associated with the severe winter weather affecting the public health, safety and welfare of the citizens of the City of Brenham, Texas.

Members present:

Mayor Milton Y. Tate, Jr. – Via Teleconference
Mayor Pro Tem Andrew Ebel - Via Teleconference
Councilmember Susan Canteley - Via Videoconference
Councilmember Keith Herring - Via Teleconference
Councilmember Clint Kolby - Via Teleconference
Councilmember Adonna Saunders - Via Videoconference

Members absent:

Councilmember Albert Wright

Others present:

City Manager James Fisher, City Attorney Cary Bovey, Assistant City Manager – Public Services/Utilities Donald Reese, City Secretary Jeana Bellinger, Fire Chief Ricky Boeker, Public Works Director Dane Rau, Director of Public Utilities Alton Sommerfield, Brian Scheffer, and Assistant Fire Chief, Director of IT Kevin Schmidt.

Citizens present:

Washington County Judge John Durrenburger, Washington County EMS Director Kevin Deramus and Brian Ruemke

Media Present:

There were no members of the media present.

1. **Call Meeting to Order**
2. **Discuss and Possibly Act Upon Various Issues Related to the Impact of the Severe Winter Weather, Certified as a Statewide Disaster by Governor Abbott's February 12, 2021 Proclamation, on the Public Health, Safety and Welfare of the Citizens of the City of Brenham, as well as the Functions and Operations of the City of Brenham, and the Necessity of the City Council to Take Immediate Action to Ensure the Public Health, Safety and Welfare of the Citizens of the City of Brenham, and the Operation, Management, Security and Supervision of the City of Brenham Functions and Related City of Brenham Facilities**

Assistant City Manager Donald Reese provided the City Council with updates on the following:

- Electricity
 - Rolling blackouts are still being conducted throughout the City as per ERCOT's instructions.
 - The City's outage management system is being monitored and staff is trying to control the blackout locations as much as possible.
 - In an effort to help reduce the length of blackout times, staff rolled power over to other circuits as much as possible.
- Water
 - Due to high water demand (multiple leaks and citizens leaving pipes dripping for long periods of time) the amount of water in the City's water towers has been depleted. City staff is working to repair leaks and/or shut off water service as quickly as possible. Staff is currently working 24-hour shifts to accomplish this.
 - There have been seven (7) main water line breaks in the last 24 hours. Staff is still working to get some of these repaired.
 - Due to the low water in the elevated water tanks, the City is required by law to issue boil water notices to all citizens. The boil water notice will remain in place until all tanks are back at full capacity for an extended period of time.

Fire Chief Ricky Boeker provided the City Council with updates on the following:

- A back-up plan for fire service has been prepared with Myersville and Salem Road volunteer fire departments. In the event of a large fire, the Blue Bell Aquatic Center will be drained to fill tanker trucks.
- The Fire Department has been delivering cases of water to the State Supporting Living Center and area nursing homes. C-Force Bottling Company in Navasota, TX will be delivering 24 cases of water to Central Warehouse today for distribution as needed. Blue Bell Creameries has delivered a tanker of water to Kruse Village.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-004

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

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

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

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

SECTION 1.

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

SECTION II.

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

PASSED and APPROVED on its first reading this the 25th day of February 2021.

PASSED and APPROVED on its second reading this the 11th day of March 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

FUND	AMENDMENT PAGE #	DONATIONS		GRANT		ILA REVENUE (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING EXPENDITURES		GRANT/BOND		TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC	
		REVENUES (INC)/DEC	REVENUES (INC)/DEC	REVENUES (INC)/DEC	REVENUES (INC)/DEC			INC/(DEC)	INC/(DEC)	CAP PROJ INC/(DEC)	INC/(DEC)			
101 GENERAL FUND	1	-	-	(103,258)	-	-	-	103,258	-	-	-	-	-	-
102 ELECTRIC FUND	2	-	-	-	-	-	-	648,000	-	-	-	-	648,000	-
104 WATER FUND	3	-	-	-	-	-	-	87,300	-	-	-	-	87,300	-
237 STREET CAPITAL IMPROVE FUND	4	-	-	-	-	-	-	117,113	-	-	-	-	117,113	-
250 BCDC FUND	5	-	-	-	(75,000)	-	-	75,000	-	-	-	-	-	-
220 CENTRAL FLEET FUND	6	-	-	-	-	-	-	49,524	-	-	-	-	49,524	-
260 BRENHAM COMMUNITY PROJ FD	7	(10,000)	-	-	-	-	-	10,983	-	-	-	-	983	-
TOTAL		(10,000)	(103,258)	(75,000)	-	-	-	1,091,178	-	-	-	-	902,920	-

ORDINANCE NO. O-21-005

INDUSTRIAL WASTEWATER DISCHARGE STANDARDS AND PRETREATMENT ORDINANCE CITY OF BRENHAM, TEXAS TPDES PERMIT NO. WQ0010388001

DIVISION 1. GENERAL PROVISIONS

Sec. 26-20. Purpose and policy.

This Ordinance sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Brenham and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this Ordinance are:

- (a) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
- (b) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- (c) To ensure the quality of sludge to allow its use and disposal in compliance with statutes and regulations;
- (d) To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (e) To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;
- (f) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and
- (g) To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This Ordinance shall apply to all Users of the Publicly Owned Treatment Works. The Ordinance authorizes the issuance of wastewater discharge permits; allows the City to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by Industrial Users; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec. 26-21. Administration.

Except as otherwise provided herein, the Director of Public Utilities shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Director of Public Utilities may be delegated to other City personnel.

Sec. 26-22. Abbreviations

The following abbreviations, when used in this Ordinance, shall have the designated meanings:

- BOD – Biochemical Oxygen Demand
- CFR – Code of Federal Regulations
- COD – Chemical Oxygen Demand
- EPA – U.S. Environmental Protection agency
- Gpd – gallons per day
- Mg/l – milligrams per liter
- TPDES – Texas Pollutant Discharge Elimination System
- POTW – Publicly Owned Treatment Works
- RCRA = Resource Conservation and Recovery Act
- SIC – Standard Industrial Classification
- TSS – Total Suspended Solids
- U.S.C. – United States Code

Sec. 26-23. Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

- (a) *Act or “the Act.”* The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.
- (b) *Approval Authority.* The Executive Director of the Texas Commission on Environmental Quality, Austin, Texas
- (c) *Authorized Representative of the User.*
 - (1) If the User is a corporation:
 - a. The president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

- b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.
- (d) *Best Management Practices (BMPs)*. Scheduling activities, prohibiting practices, enforcing maintenance procedures, and other management practices to implement prohibitions listed in 40 CFR Chapter I, Subchapter N, 403.5 (a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. Such BMPs shall be considered local limits and pretreatment standards for the purposes of 40 CFR 403 and Section 307(b) of the Clean Water Act.
- (e) *Biochemical Oxygen Demand or BOD*. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).
- (f) *Categorical Industrial User*. An Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.
- (g) *Categorical Pretreatment Standard or Categorical Standard*. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of Users and which emerge in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (h) *City*. The City of Brenham, Washington County, Texas.

- (i) *Composite Sample.* A 24-hour flow proportional composite sample. Sampling may be done manually or automatically, and discretely or continuously. If discrete sampling is employed, at least twelve (12) aliquots should be composited. Discrete sampling may be flow proportional either by varying the time interval between each aliquot or the volume of each aliquot. All composites should be flow proportional to either the stream flow at the time of collection of the aliquot or to the total flow since the previous aliquot. Volatile pollutant aliquots must be combined in the laboratory immediately before analysis.
- (j) *Control Authority.* The City of Brenham, Washington County, Texas.
- (k) *Daily discharge.* The “discharge of a pollutant” measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the “daily discharge” is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the “daily discharge” is calculated as the average measurement of the pollutant over the day.
- (l) *Daily maximum limit.* The highest allowable “daily discharge.”
- (m) *Director of Public Utilities.* The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance, or a duly authorized representative.
- (n) *Environmental Protection Agency or EPA.* The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or the other duly authorized official of said agency.
- (o) *Existing Source.* Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.
- (p) *Grab Sample.* A sample, which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
- (q) *Indirect Discharge or discharge.* The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.
- (r) *Industrial User (IU).* The term Industrial User or User means a source of indirect discharge.
- (s) *Instantaneous Maximum Limit.* The maximum allowable concentration of a pollutant determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event

- (t) *Interference.* A discharge, which alone or in conjunction with a discharge or discharges from another sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's TPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of swage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
- (u) *Medical Waste.* Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
- (v) *Monthly Average limit.* The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month
- (w) *New Source.*
 - (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307 (c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - a. The building, structure facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at the source; or
 - c. The production of wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
 - (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.

- (3) Construction of a new source as defined under this paragraph has commenced if the new owner or operator has:
 - a. Begun, or caused to begin, as part of a continuous onsite construction program
 - i. any placement, assembly, or installation of facilities or equipment; or
 - ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- (x) *Noncontact cooling Water.* Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- (y) *Pass Through.* A discharge which exits the POTW into the waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's TPDES permit, including an increase in the magnitude or duration of a violation.
- (z) *Person.* Any individual, partnership, co partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.
- (aa) *pH.* A measure of the negative logarithm of the Hydrogen ion concentration aqueous solution, or a measure of the acidity or alkalinity of a solution, expressed in standard units.
- (bb) *Pollutant.* Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

- (cc) *Pretreatment.* The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
- (dd) *Pretreatment Requirements.* Any substantive or procedural requirement related to pretreatment imposed on a User, other than a pretreatment standard.
- (ee) *Pretreatment Standards or Standards.* Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.
- (ff) *Process waste water.* Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product.
- (gg) *Prohibited Discharge Standards or Prohibited Discharges.* Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 26-24 of this Ordinance.
- (hh) *Publicly Owned Treatment Works or POTW.* A “treatment works,” as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.
- (ii) *Septic Tank Waste.* Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
- (jj) *Sewage.* Human excrement and gray water (household showers, dishwashing operations, etc.).
- (kk) *Significant Industrial User.*
 - (1) A User subject to categorical pretreatment standards; or
 - (2) A User that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designed as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW’s operation or for violating any pretreatment standard or requirement.

- (3) Upon a finding that a User meeting the criteria in paragraph (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.
- (ll) *Slug Load or Slug Discharge.* Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 26-24 of this Ordinance. A Slug Discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.
- (mm) *Standard Industrial Classification (SIC) Code.* A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.
- (nn) *Storm Water.* Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- (oo) *Technically Based Local Limits -* Discharge limits applicable to Industrial Users of the Control Authority's system developed by the Control Authority in accordance with 40 CFR 403.5(c).
- (pp) *Total Suspended Solids.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.
- (qq) *User or Industrial User.* A source of indirect discharge.
- (rr) *Wastewater.* Liquid and water carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.
- (ss) *Wastewater Treatment Plant or Treatment Plant.* That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

DIVISION 2. GENERAL SEWER USE REQUIREMENTS

Sec. 26-24. Prohibited discharge standards.

- (a) *General Prohibitions.* No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

- (b) *Specific Prohibitions.* No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.5 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than the one-half inch (1/2") in any dimension;
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature greater than 104°F (40°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - (7) Pollutants which result in the production of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Trucked or hauled pollutants, except at discharge points designated by the Director of Public Utilities in accordance with Section 26-32 of this Ordinance;
 - (9) Noxious or malodorous liquids, gases, or solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life, or prevent entry into the sewers for maintenance or repair;
 - (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's TPDES permit;
 - (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
 - (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the Director of Public Utilities;

- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes, except as specifically authorized by the Director of Public Utilities in a wastewater discharge permit;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32°F and 105°F.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 26-25. National categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (a) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Director of Public Utilities shall impose an alternate limit using the combined wastestream formula in 40CFR 403.6(e).
- (b) A User may obtain a variance from a categorical pretreatment standard if the User can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (c) The Director of Public Utilities may develop Best Management Practices (BMPs), by Ordinance or in individual wastewater discharge permits.

Sec. 26-26. Local limits.

- (a) The following pollutant limits are established to protect against pass through and interference, No person shall discharge wastewater containing in excess of the following instantaneous maximum discharge limits stated in terms of milligrams per liter (mg/l):

Instantaneous Maximum Limit (mg/l)

Arsenic	0.20
Cadmium	0.14
Chromium	3.97
Copper	0.59
Lead	0.62
Mercury	0.000
Molybdenum	0.47
Nickel	1.47
Selenium	0.04
Silver	0.43
Zinc	1.96
Cyanide	0.10
NH3-N	35
TSS	Allocated per SIU (see below)

Industry	FLOW RATE*	
	(MGD)	TSS (mg/L)
Bluebell		
Snack Plant	0.042	2,570
Backline	0.008	3,000
Flowmeter	0.133	2,500
Longwood	0.008	1,050

* The flow rate in the above table are the five-year projected flows for each industry.

- (b) The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for the metallic substances are for “total” metal unless indicated otherwise. The Director of Public Utilities may impose mass limitations in addition to, or in place of, the concentration-based limitations above.
- (c) All other pollutants of concern shall be regulated by individual permit.

Sec. 26-27. The City’s right of revision.

The City reserves the right to establish, by Ordinance or in wastewater discharge permits, more stringent requirements, as may be required to meet future state, federal or local standards, on discharges to the POTW

Sec. 26-28. Dilution.

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director of Public Utilities may impose mass limitations on Users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

DIVISION 3. PRETREATMENT OF WASTEWATER

Sec. 26-29. Pretreatment facilities.

Users shall provide and operate wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 26-24 through 26-26 of this Ordinance within the time limitations specified by EPA, the State, or the Director of Public Utilities, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director of Public Utilities for review, and shall be acceptable to the Director of Public Utilities before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this Ordinance.

Sec. 26-30. Additional pretreatment measures.

- (a) Whenever deemed necessary, the Director of Public Utilities may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.
- (b) The Director of Public Utilities may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director of Public Utilities, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of type and capacity approved by the Director of Public Utilities and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the User at their expense.
- (d) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec. 26-31. Accidental discharge/slug control plan.

At least once every two (2) years, the Director of Public Utilities shall evaluate testing/monitoring records and site inspection reports to determine whether each Significant Industrial User needs an accidental discharge/slug control plan. The Director of Public Utilities may require any User to develop, submit for approval, and implement such a plan. Alternatively, the Director of Public Utilities may develop such a plan for any User at the User's expense. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (a) Description of discharge practices, including nonroutine batch discharges;
- (b) Description of stored chemicals;
- (c) Procedures for immediately notifying the Director of Public Utilities of any accidental or slug discharge, as required by Section 26-54 of this Ordinance; and
- (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (e) The City has the legal authority to revise slug control requirements, if necessary, to modify control mechanisms as needed.
- (f) The City has the legal authority and responsibility to evaluate within one (1) year of being designated as a SIU whether each such SIU needs a plan or other action to control slug discharges. The evaluations will be documented and the results will be made available to the Approval Authority upon request.

Sec. 26-32. Hauled wastewater.

- (a) Septic tank waste may be introduced into the POTW only at locations and times designated by the Director of Public Utilities. Such waste shall not violate Division 2 of this Ordinance or any other requirements established by the City. The Director of Public Utilities may require septic tank waste haulers to obtain wastewater discharge permits.
- (b) The Director of Public Utilities shall require haulers of industrial waste to obtain wastewater discharge permits. The Director of Public Utilities may require generators of hauled industrial waste to obtain wastewater discharge permits. The Director of Public Utilities also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance.
- (c) Industrial waste haulers may discharge loads only at locations designated by the Director of Public Utilities. No load may be discharged without prior consent. The Director of Public Utilities may collect samples of each hauled load to ensure compliance with applicable standards and may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of the sources of the waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Sec. 26-33. Provisions governing fraud and false statements.

- (a) Any person who knowingly makes any false material statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under this Act or who knowingly falsifies, tampers with, or renders inaccurate any monitoring device or method required to be maintained under the Federal Water Pollution Control Act, shall upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. If a conviction of a person is a violation committed after a first conviction of such person under this paragraph, punishment shall be a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or by both.
- (b) Responsible corporate officer as “person”. For the purpose of this subsection, the term “person” means, in addition to the definition contained in Section 502(5) of the Federal Water Pollution Control Act, any responsible corporate officer.

DIVISION 4. WASTEWATER DISCHARGE PERMIT APPLICATION

Sec. 26-34. Wastewater analysis.

When requested by the Director of Public Utilities, a User must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The Director of Public Utilities is authorized to prepare a form for this purpose and may periodically require Users to update this information.

- (a) POTW has the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants received by Industrial Users where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its TPDES permit.

Sec. 26-35. Wastewater discharge permit requirement.

- (a) No Significant Industrial User shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Director of Public Utilities, except that a Significant Industrial User that has filed a timely application pursuant to Section 26-36 of this Ordinance may continue to discharge for the time period specified therein.
- (b) The Director of Public Utilities may require other Users to obtain wastewater discharge permits as necessary to carry out the purposes of this Ordinance.

- (c) Any violation of the terms and conditions of the wastewater discharge permit shall be deemed a violation of this Ordinance and subjects the wastewater discharge permittee to the sanctions set out in Divisions 10 through 12 of this Ordinance. Obtaining a wastewater discharge permit does not relieve a permittee of its obligations to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

Sec. 26-36. Wastewater discharge permitting: existing connections.

Any User required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this Ordinance and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Director of Public Utilities for a wastewater discharge permit in accordance with Section 26-38 of this Ordinance, and shall not cause or allow discharges to the POTW to continue after sixty (60) days of the effective date of this Ordinance except in accordance with a wastewater discharge permit issued by the Director of Public Utilities.

Sec. 26-37. Wastewater discharge permitting: New connections.

Any User required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 26-38 of this Ordinance, must be filed at least thirty (30) days prior to the date upon which any discharge will begin or recommence.

Sec. 26-38. Wastewater discharge permit application contents.

All Users required to obtain a wastewater discharge permit must submit a permit application. The Director of Public Utilities may require all Users to submit as part of an application the following information:

- (a) A description of the quality and volume of wastewater discharged to the POTW by the contributing User;
- (b) An inventory of all sources located within the contributing User that are discharging to the POTW; and
- (c) Such other information as the Director of Public Utilities may deem necessary.
- (d) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (e) Number and type of employees and proposed or actual hours of operation;
- (f) Each product produced by type, amount, process or processes, and rate of production;
- (g) Type and amount of raw materials processed (average and maximum per day);

- (h) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (i) Time and duration of discharges;
- (j) Information showing the measured or proposed average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e);
- (k) Compliance schedule for installation of control technology to remedy or avoid a violation of the Ordinance or Industrial User Permit; or
- (l) Any other information as may be deemed necessary by the Director of Public Utilities to evaluate the wastewater discharge permit application.

Applicants for a renewal permit may be allowed to submit an application in simplified form when their discharge in terms of flow, quality and pretreatment processes does not vary from the original permit request. In this case, the User will be required to sign a formal statement to confirm that the above noted conditions will remain unchanged.

Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Sec. 26-39. Application signatories and certification.

- (a) All wastewater discharge permit applications and User reports must be signed by an authorized representative of the User meeting the requirements of 40 CFR 403.12(l) and contain the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations”
- (b) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director of Public Utilities prior to or together with any reports to be signed by an Authorized Representative.

Sec. 26-40. Wastewater discharge permit decisions.

The Director of Public Utilities will evaluate the data furnished by the User and may require additional information. Within thirty (30) days of receipt of a complete wastewater discharge permit application, the Director of Public Utilities will determine whether or not to issue a wastewater discharge permit. The Director of Public Utilities may deny, for good cause, any application for a wastewater discharge permit.

DIVISION 5. WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

Sec. 26-41. Wastewater discharge permit duration.

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date on the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Director of Public Utilities. Each wastewater discharge permit will indicate a specific date upon which it will expire.

Sec. 26-42. Wastewater discharge permit contents.

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director of Public Utilities to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

- (a) Wastewater discharge permits must contain:
 - (1) A statement that indicates wastewater discharge permit issuance date, effective date, and expiration date, which in no event shall be more than five (5) years after the effective date;
 - (2) A statement that the wastewater discharge permit is non transferable without prior notification to the City in accordance with Section 26-45 of this Ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
 - (3) Discharge limits, including Best Management Practices, based on applicable Pretreatment Standards;
 - (4) Self-monitoring, sampling, reporting, notification, BMP compliance and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practices), to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
 - (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

- (b) Wastewater discharge permits may contain any conditions as deemed appropriate by the Director of Public Utilities to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations. Permits may contain, but not be limited to, the following conditions:
- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
 - (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designated to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
 - (3) Requirements for development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
 - (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 - (5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;
 - (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment; and
 - (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit.
 - (8) Requirements to control Slug Discharge, if determined by the Director of Public Utilities to be necessary.

Sec. 26-43. Wastewater discharge permit appeals.

Any person, including the User, may petition the Director of Public Utilities to reconsider the terms of a wastewater discharge permit within fifteen (15) days of its issuance.

- (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the failed administrative appeal.
- (b) In its petition, the appealing parties must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
- (c) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

- (d) If the Director of Public Utilities fails to act within fifteen (15) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.
- (e) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the District Court in and for the State of Texas within thirty (30) days of denial of said permit according to the procedure provided by Section 54.039 of the Texas Local Government Code.

Sec. 26-44. Wastewater discharge permit modification.

The Director of Public Utilities may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (a) To incorporate any new revised Federal, State, or local pretreatment standards or requirements;
- (b) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (c) A change in the POTW that requires either temporary or permanent reduction or elimination of the authorized discharge;
- (d) Information indicating that permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- (e) Violation of any terms or conditions of the wastewater discharge permit;
- (f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (g) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (h) To correct typographical or other errors in the wastewater discharge permit; or
- (i) To reflect a transfer of the facility ownership or operation to a new owner or operator per Section 26-45 of this Ordinance.

Sec. 26-45. Wastewater discharge permit transfer.

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director of Public Utilities and receives approval of the wastewater discharge permit transfer. The notice to the Director of Public Utilities must include a written certification by the new owner or operator which:

- (a) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

- (b) Identifies the specific date on which the transfer is to occur; and
- (c) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Sec. 26-46. Wastewater discharge permit revocation.

The Director of Public Utilities may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (a) Failure to notify the Director of Public Utilities of significant changes to the wastewater prior to the changed discharge;
- (b) Failure to provide prior notification to the Director of Public Utilities of changed conditions pursuant to Section 26-53 of this Ordinance;
- (c) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (d) Falsifying self-monitoring reports or certification statements;
- (e) Tampering with monitoring equipment;
- (f) Refusing to allow the Director of Public Utilities timely access to the facility premises and records;
- (g) Failure to meet effluent limitations;
- (h) Failure to pay fines;
- (i) Failure to pay sewer charges;
- (j) Failure to meet compliance schedule;
- (k) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (l) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (m) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Ordinance.

A 48-hour period must pass before a suspension or restriction is effective. The waiting period may be dispensed with in emergency situations relating to public health and safety or a significant impairment of the treatment process.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular User are void upon the issuance of a new wastewater discharge permit to that User.

Sec. 26-47. Wastewater discharge permit reissuance.

A User with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application to the extent required by Federal, State, and/or local regulations, in accordance with Section 26-38 of this Ordinance, a minimum of thirty (30) days prior to the expiration of the User's existing wastewater discharge permit.

Sec. 26-48. Regulation of waste received from other jurisdictions.

- (a) If another municipality, or User located within another jurisdiction, contributes wastewater to the POTW, the Director of Public Utilities shall enter into an agreement with the contributing User.
- (b) Prior to entering into an agreement required by paragraph (a), above, the Director of Public Utilities shall request the following information from the contributing User:
 - (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing User;
 - (2) An inventory of all sources located within the contributing User that are discharging to the POTW; and
 - (3) Such other information as the Director of Public Utilities may deem necessary.
- (c) An agreement, as required by paragraph (a), above, shall contain the following conditions:
 - (1) A requirement for the contributing User to adopt a sewer use Ordinance or policy which is at least as stringent as this Ordinance and local limits which are at least as stringent as those set out in Section 26-26 of this Ordinance. The requirements shall specify that such Ordinance and limits must be revised as necessary to reflect changes made to the City's Ordinance of local limits;
 - (2) A requirement for the contributing User to submit a revised User inventory on at least an annual basis;
 - (3) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing User; which of these activities will be conducted by the Director of Public Utilities; and which of these activities will be conducted jointly by the contributing User and the Director of Public Utilities;
 - (4) A requirement for the contributing User to provide the Director of Public Utilities with access to all information that the contributing User obtains as part of its pretreatment activities;
 - (5) Limits on nature, quality, and volume of the contributing User's wastewater at the point where it discharges to the POTW;

- (6) Requirements for monitoring the contributing User's discharge;
- (7) A provision ensuring the Director of Public Utilities access to the facilities of customers located within the contributing User's jurisdictional boundaries for the purpose of inspection, sampling, and other duties deemed necessary by the Director of Public Utilities; and
- (8) A provision specifying remedies available for breach of the terms of the agreement.

DIVISION 6. REPORTING REQUIREMENTS

Sec. 26-49. Baseline monitoring reports.

- (a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Users subject to categorical standards currently discharging to or scheduled to discharge to the POTW shall submit to the Director of Public Utilities a report which contains the information listed in Section 26-49(b).. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become Categorical Users subsequent to the promulgation of an applicable categorical standard, shall submit to the Director of Public Utilities a report which contains the information listed in Section 26-49(b). A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit the following information.
 - (1) *Identifying Information.* The name and address of the facility, including the name of the operator and owner.
 - (2) *Environmental Permits.* A list of any environmental control permits held by or for the facility.
 - (3) *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) *Flow Measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

(5) *Measurement of Pollutants.*

- a. The categorical pretreatment standards applicable to each regulated process.
- b. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
- c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;
- d. The result of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Director of Public Utilities, of regulated pollutants in the discharge from each regulated process. Daily maximum and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 26-58 of this Ordinance.
- e. Sampling must be performed in accordance with procedures set out in Section 26-59 of this Ordinance.
- f. The Director of Public Utilities may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
- g. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.
- h. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director of Public Utilities or the applicable Standards to determine compliance with the Standard.

- (6) *Certification.* A statement, reviewed by the User's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- (7) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 26-50 of this Ordinance.
- (8) *Signature and Certification.* All baseline monitoring reports must be signed and certified in accordance with Section 26-39 of this Ordinance.

Sec. 26-50. Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required by Section 26-49(b)(7) of this Ordinance:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events include, but are not limited to, hiring and engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The User shall submit a progress report to the Director of Public Utilities no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
- (d) In no event shall more than nine (9) months elapse between such progress reports to the Director of Public Utilities.

Sec. 26-51. Reports on compliance with categorical pretreatment standard deadline.

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any User subject to such pretreatment standards and requirements shall submit to the Director of Public Utilities a report containing the information described in Section 26-49(b)(4-6) of this Ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long term production rate. For all other Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 26-39 of this Ordinance. All sampling will be done in conformance with Section 26-59 of the Ordinance.

Sec. 26-52. Periodic compliance reports.

- (a) The City may choose to sample and analyze User discharges in lieu of requiring the Users to conduct the sampling and analysis. If this is the case, the reporting requirements in paragraph (b) below may not be applicable.
- (b) All Significant Industrial Users shall, at a frequency determined by the Director of Public Utilities but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Director of Public Utilities or the Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified in accordance with Section 26-39 of this Ordinance.
- (c) All wastewater samples submitted by the User must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- (d) If a User subject to the reporting requirements in this Section monitors any pollutant more frequently than required by the Director of Public Utilities, the results shall be submitted to the City at a frequency determined by the Director of Public Utilities but in no cases less than twice a year (in June and December). Sampling and analytical procedures shall be those as prescribed in Section 26-58 and 26-59 of this Ordinance and all reports must be signed and certified in accordance with Section 26-39 of this Ordinance.

Sec. 26-53. Reports of changed conditions.

Each User must notify the Director of Public Utilities of any planned significant changes to the User's operations or system which might adversely alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change.

- (a) The Director of Public Utilities may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 26-38 of this Ordinance.
- (b) The Director of Public Utilities may issue a wastewater discharge permit under Section 26-40 of this Ordinance or modify an existing wastewater discharge permit under Section 26-44 of this Ordinance in response to changed conditions or anticipated changed conditions.
- (c) For purposes of this requirement, significant changes include, but are not limited to, flow increases or decreases of twenty percent (20%) or more, and the discharge of any previously unreported pollutants.

Sec. 26-54. Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the User shall immediately telephone and notify the Director of Public Utilities of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- (b) Within five (5) days following such discharge, the User shall, unless waived by the Director of Public Utilities, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to the Ordinance.
- (c) Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.
- (d) Significant Industrial Users are required to notify the Director of Public Utilities immediately of any changes at its facility affecting the potential for a Slug Discharge.

Sec. 26-55. Reports from unpermitted Users.

All Users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Director of Public Utilities as may be required.

Sec. 26-56. Notice of violation/repeat sampling and reporting.

- (a) If sampling conducted by the User indicates a violation, the User must notify the Director of Public Utilities within twenty-four (24) hours of becoming aware of the violation. The User shall repeat the sampling and analysis and submit the results of the repeat analysis to the Director of Public Utilities within thirty (30) days after becoming aware of the violation. The User is not required to resample if the Director of Public Utilities monitors at the User's facility at least once a month, if the Director of Public Utilities samples between the initial sampling and when the User receives the results of this sampling, or if the Director of Public Utilities chooses to perform the repeat sampling and analysis at the User's expense.
- (b) If the sampling and analysis conducted by the City indicates a violation, the City will perform the repeat sampling and analysis unless the City orders the User to perform the repeat sampling and analysis in accordance with 40 CFR 403.12(g)(2). The results of the repeat sample by the City or the User shall be submitted to the Director of Public Utilities within thirty (30) days after becoming aware of the violation.

Sec. 26-57. Discharge of hazardous waste.

The discharge of hazardous waste by any User to the POTW is strictly prohibited by this Ordinance.

Sec. 26-58. Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director of Public Utilities or other parties approved by EPA. Total residual chlorine, pH, and temperature samples cannot be "composited" under any circumstances. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized in writing by the City.

Sec. 26-59. Sample collection.

- (a) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- (b) Except as indicated in Section (b), below, wastewater samples must be collected using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Director of Public Utilities may authorize the use of time proportional sampling or a minimum of four (4) grab samples where this will provide a representative sample of the effluent being discharged.
- (c) Samples of oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (d) “ND” (Not Detected) may only be used to demonstrate that a pollutant is not present if the EPA analytical method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis, as this applies to categorical pretreatment standards and requirements contained in 40 CFR § 405-471, as applicable

Sec. 26-60. Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec. 26-61. Record keeping.

Users shall retain and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 26-26(d). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director of Public Utilities.

DIVISION 7. COMPLIANCE MONITORING

Sec. 26-62. Right of entry: inspection and sampling.

The Director of Public Utilities shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Ordinance and any wastewater discharge permit or order issued hereunder. This inspection and monitoring shall be performed at a frequency as required to determine compliance, but in no case less than once per year. Users shall allow the Director of Public Utilities ready access to all parts of the premises at reasonable times for the purpose of inspection, sampling, records examination and copying, and the performance of any additional duties.

- (a) Where a User has security measures in force, which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director of Public Utilities will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (b) The Director of Public Utilities shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- (c) The Director of Public Utilities may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.
- (d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written and verbal request of the Director of Public Utilities and shall not be replaced. The costs of clearing such access shall be born by the User.
- (e) Unreasonable delays in allowing the Director of Public Utilities access to the User's premises shall be a violation of this Ordinance

Sec. 26-63. Search warrants.

If the Director of Public Utilities has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of routine inspection and sampling program of the City designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director of Public Utilities may seek issuance of a search warrant from the District Court in and for the State of Texas.

DIVISION 8. CONFIDENTIAL INFORMATION

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Director of Public Utilities inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Director of Public Utilities, that the release of such information would divulge information, processes, or methods of production entitled to protection of trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for use related to TPDES program or pretreatment program, and in

enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other “effluent data” as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

DIVISION 9. PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

The Director of Public Utilities shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the Users which, during the previous twelve (12) months, were in Significant Noncompliance with applicable pretreatment standards and requirements. The term Significant Noncompliance shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily, maximum, long-term average, instantaneous limit, or narrative Standards which may include operational standards, narrative limits, and enforceable best management practices) that the Director of Public Utilities has determined has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director of Public Utilities exercise of its emergency authority to halt or prevent such discharge;
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance; or
- (h) Any other violation(s) or group of violations, which may include a violation of Best Management Practices, which the Director of Public Utilities determines will adversely affect the operation or implementation of the local pretreatment program.

DIVISION 10. ADMINISTRATIVE ENFORCEMENT REMEDIES

Sec. 26-64. Notification of violation.

When the Director of Public Utilities finds that a User has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard requirement, the Director of Public Utilities may serve upon that User a written Notice of Violation. Within twenty-one (21) days of the receipt of notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Director of Public Utilities. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Director of Public Utilities to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

Sec. 26-65. Consent orders.

The Director of Public Utilities may enter into Consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents will include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative order issued pursuant to Sections 26-66 and 26-67 of this Ordinance and shall be judicially enforceable.

Sec. 26-66. Show cause hearing.

The Director of Public Utilities may order a User which has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Director of Public Utilities and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. Such notice may be served on any authorized representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

Sec. 26-67. Administrative orders.

When the Director of Public Utilities finds that a User has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director of Public Utilities may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer services may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address

the noncompliance, including additional self-monitoring and management practices designated to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation.

Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 26-68. Cease and desist orders.

When the Director of Public Utilities finds that a User has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Director of Public Utilities may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- (a) Immediately comply with all requirements; and
- (b) Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 26-69. Administrative fines.

- (a) When the Director of Public Utilities finds that a User has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director of Public Utilities may fine such User in an amount not to exceed \$2,000. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- (b) Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of twenty percent (20%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month. A lien against the User's property will be sought for unpaid charges, fines, and penalties.
- (c) Users desiring to dispute such fines must file a written request for the Director of Public Utilities to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Where a request has merit, the Director of Public Utilities may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Director of Public Utilities may add additional costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

- (d) Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the User.
- (e) This Ordinance shall be enforceable under the jurisdiction of the City of Brenham municipal Court.

Sec. 26-70. Emergency suspensions.

The Director of Public Utilities may immediately suspend a User's discharge, after informal notice to the User, whichever such suspension is necessary to stop an actual or threatened discharge which responsibly appears to present or cause an imminent or substantial endangerment to the health of welfare of persons. The Director of Public Utilities may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- (a) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director of Public Utilities may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director of Public Utilities may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Director of Public Utilities that the period of endangerment has passed, unless the termination proceedings in Section 26-71 of this Ordinance are initiated against the User.
- (b) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrences, to the Director of Public Utilities prior to the date of any show cause or termination hearing under Sections 26-66 or 26-71 of this Ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

Sec. 26-71. Termination of discharge.

In addition to the provisions in Section 26-46 of this Ordinance, any User who violates the following conditions is subject to discharge termination:

- (a) Violation of wastewater discharge permit conditions;
- (b) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (c) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge

- (d) Refusal of responsible access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- (e) Violation of the pretreatment standards in Division 2 of this Ordinance.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 26-66 of this Ordinance why the proposed action should not be taken. Exercise of this option by the Director of Public Utilities shall not be a bar to, or a prerequisite for, taking any other action against the User.

DIVISION 11. JUDICIAL ENFORCEMENT REMEDIES

Sec. 26-72. Injunctive relief.

When the Director of Public Utilities finds that a User has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director of Public Utilities may petition the District Court through the City's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirements imposed by this Ordinance on activities of the User. The Director of Public Utilities may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 26-73. Civil penalties.

- (a) A User who has violated, or continues to violate, any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$2,000 per violation, per day. In the case of a monthly or long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- (b) The Director of Public Utilities may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual expenses incurred by the City.
- (c) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
- (d) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 26-74. Criminal prosecution.

- (a) A User who willfully or negligently violates any provision of this Ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a Class C misdemeanor, punishable by a fine of not more than \$2,000 per violation, per day.
- (b) A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a Class C misdemeanor and be subject to a penalty of at least \$2,000. This penalty shall be in addition to any other cause or action for personal injury or property damage available under State law.
- (c) A User knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall, upon conviction, be punished by a fine of not more than \$2,000 per violation, per day and may be punished to the maximum extent possible under Federal law.
- (d) In the event of a second conviction, a User shall be punished by a fine of not more than \$2,000 per violation, per day.

Sec. 26-75. Remedies nonexclusive.

The remedies provided for in this Ordinance are not exclusive. The Director of Public Utilities may take any, all, or a combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Director of Public Utilities may take other action against any User when circumstances warrant. Further, the Director of Public Utilities is empowered to take more than one enforcement action against any noncompliant User.

DIVISION 12. SUPPLEMENTAL ENFORCEMENT ACTION

Sec. 26-76. Performance bonds.

The Director of Public Utilities may, for good cause, decline to issue or reissue a wastewater discharge permit to any User who has failed to comply with any provision of this Ordinance, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such User first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director of Public Utilities to be necessary to achieve consistent compliance.

Sec. 26-77. Liability insurance.

The Director of Public Utilities may, for good cause, decline to issue or reissue a wastewater discharge permit to any User who has failed to comply with any provision of this Ordinance, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

Sec. 26-78. Water supply severance.

Whenever a User has violated or continues to violate any provision of this Ordinance, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, which causes the City to be noncompliant with Federal, State or local discharge requirements, water service to the User may be severed. Service will only recommence, at the User's expense, after the User has satisfactorily demonstrated its ability to comply.

Sec. 26-79. Public nuisances.

A violation of any provision of this Ordinance, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Director of Public Utilities. Any person(s) creating a public nuisance shall be subject to the provisions of the City Code of the City of Brenham regarding nuisances.

Sec. 26-80. Contractor listing.

Users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the City. Existing contracts for the sale of goods or services to the City held by a User found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the Director of Public Utilities.

DIVISION 13. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

Sec. 26-81. Act of God.

- (a) An event that would otherwise be a violation of a statute within the TCEQ's jurisdiction or a rule adopted or an order or a permit issued under such a statute that was caused solely by an Act of God, war, strike, riot, or other catastrophe within the meaning of Section 7.252 of the Texas Water Code, as amended, then such event (an "Act of God Event") is not a violation of that statute, rule, order, or permit. An Act of God Event does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

- (b) A User who wishes to establish an Act of God Event shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An Act of God Event occurred and the User can identify the cause(s) of the Act of God Event;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The User has submitted the following information to the Pretreatment Coordinator verbally within twenty-four (24) hours and in writing within five (5) days of becoming aware of the Act of God Event:
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (c) In any enforcement proceeding, the User seeking to establish the occurrence of an Act of God Event shall have the burden of proof.
- (d) Users will have the opportunity for a judicial determination on any claim of Act of God Event only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (e) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec. 26-82. Prohibited discharge standards.

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 26-24 of this Ordinance or the specific prohibitions in Sections 26-24(b)(3) through (17) of this Ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (a) A local limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the pass through or interference; or

- (b) No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the City was regularly in compliance with its TPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Sec. 26-83. Bypass.

- (a) For purposes of this Section,
 - (1) "Bypass" means the intentional diversion of wastestreams from any portion of a User's treatment facility.
 - (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production
- (b) A User may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (c) and (d) of this Section.
- (c)
 - (1) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Director of Public Utilities, at least ten (10) days before the date of the bypass, if possible.
 - (2) A User shall submit oral notice to the Director of Public Utilities of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director of Public Utilities may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (d)
 - (1) Bypass is prohibited, and the Director of Public Utilities may take an enforcement action against a User for a bypass, unless
 - a. Bypass was avoidable to prevent loss of life, personal injury, or severe property damage;

- b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - c. The User submitted notices as required under paragraph (c) of this Section.
- (2) The Director of Public Utilities may approve an anticipated bypass, after considering its adverse effects, if the Director of Public Utilities determines that it will meet the three conditions listed in paragraph (d)(1) of this Section.

DIVISION 14. WASTEWATER TREATMENT RATES

Wastewater treatment rates are those established by separate City Ordinance for the various User classifications set forth therein.

DIVISION 15. MISCELLANEOUS PROVISIONS

Sec. 26-84. Pretreatment charges and fees.

The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program which may include:

- (a) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (b) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and preparing/reviewing monitoring reports;
- (c) Fees for reviewing and responding to accidental discharge procedures and construction;
- (d) Fees for filing appeals; and
- (e) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Ordinance and are separate from all other fees, fines, and penalties chargeable by the City.

Sec. 26-85. Interjurisdictional pretreatment agreement.

The City of Brenham, as owner and operator of the City of Brenham WWTP, has the authority and obligation to control the wastewater discharges to the plant from each industrial User throughout the service area to ensure compliance by industries with applicable pretreatment standards and requirements. The City must exercise this authority to include industrial Users located in outlying jurisdictions that want to discharge to the plant.

Sec. 26-86. Serviceability.

If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be effected and shall continue in full force and effect.

DIVISION 16. EFFECTIVE DATE

This Ordinance shall be in full force and effect on the date it is approved by the TCEQ and is incorporated into the City's TPDES permit.

PASSED and APPROVED on its first reading this the 25th day of February 2021.

PASSED and APPROVED on its second reading this the 11th day of March 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-21-006

AN ORDINANCE AMENDING THE WATER RATE TARIFF SCHEDULES FOR WATER SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for water services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2021.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2021.

PASSED AND APPROVED, on its first reading this the 25th day of February 2021.

PASSED AND APPROVED, on its second reading this the 11th day of March 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

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

Exhibit A

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 17.92
3,001 – 10,000 gallons	\$ 3.93/1,000 gallons
10,001 – 25,000 gallons	\$ 4.92/1,000 gallons
25,001 and above	\$ 6.15/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 17.92.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	620
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.60
3,001 – 10,000 gallons	\$ 4.52/1,000 gallons
10,001 – 25,000 gallons	\$ 5.66/1,000 gallons
25,001 and above	\$ 7.07/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.60.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/01/12)	

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

This rate is applicable to all customers that receive water delivered into a tank truck, tank trailer, portable sprayer, portable mixer, or other similar container from a temporary meter set on a fire hydrant.

AVAILABILITY

This rate and service is only applicable to those who pay the required deposit and the fee for meter placement, and who are approved by the General Manager of Public Utilities prior to usage.

RATES

First 3,000 gallons or less	\$ 17.92
3,001 – 10,000 gallons	\$ 5.21/1,000 gallons
10,001 – 25,000 gallons	\$ 6.51/1,000 gallons
25,001 and above	\$ 8.14/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 17.92.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer will forfeit the entire deposit and the City may, at its sole option, remove the fire hydrant meter and terminate service to the customer.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 4/01/12)	

SPECIAL CONDITIONS OF SERVICE

1. The customer will pay an initial deposit of three hundred dollars (\$300.00) in cash or check to the City of Brenham.
2. In addition, where service is rendered from a fire hydrant, the customer will be required to pay a non-refundable fee of two hundred dollars (\$200.00) to cover the City's cost of setting up and removing a temporary meter on a fire hydrant. The superintendent of the Water Distribution Department has the authority to refuse service from any fire hydrant where, in his opinion, the rendering of such service would have an adverse effect on the pressure or flow to other customers in the surrounding area.
3. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
4. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

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

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

This rate is applicable to all residential customers receiving water service through a permanent meter installation, which serves which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.25/1,000 gallons
10,001 – 25,000 gallons	\$ 5.31/1,000 gallons
25,001 and above	\$ 6.65/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located inside the corporate limits of the City of Brenham, Texas.

RATES

0 – 10,000 gallons	\$ 4.25/1,000 gallons
10,001 – 25,000 gallons	\$ 5.31/1,000 gallons
25,001 and above	\$ 6.65/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 17.92
3,001 – 10,000 gallons	\$ 2.46/1,000 gallons
10,001 – 25,000 gallons	\$ 3.08/1,000 gallons
25,001 and above	\$ 3.85/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 17.92.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The homeowner will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

This rate is applicable to all commercial and industrial customers receiving water service through a permanent meter installation.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

First 3,000 gallons or less	\$ 20.60
3,001 – 10,000 gallons	\$ 2.84/1,000 gallons
10,001 – 25,000 gallons	\$ 3.55/1,000 gallons
25,001 and above	\$ 4.43/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$ 20.60.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES TARIFF	600	661
SECTION NO.	SHEET NO.	
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

This rate is applicable to all residential, commercial and industrial service through a permanent meter installation, which serves only a yard sprinkler system.

AVAILABILITY

This rate is available to all customers located outside the corporate limits of the City of Brenham, Texas

RATES

0 – 10,000 gallons	\$ 4.89/1,000 gallons
10,001 – 25,000 gallons	\$ 6.10/1,000 gallons
25,001 and above	\$ 7.63/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/01/19)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and meter is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. The customer will be billed for metered water when City personnel find the water meter on.
6. Abnormally high water bills caused when a customer has a water leak (break in line, leaking commode, etc) will be adjusted a maximum of \$150 for a maximum of two billing periods. A customer whose current water bill is abnormally high because of a water leak must bring or mail a receipt to the Utility Billing Department showing that the problem has been fixed or a written and signed statement from the customer if the customer repaired the problem himself. Utility Billing will require the completion of one additional full billing cycle in order to be certain that the problem has been fixed. If the customer's water bill returns to normal, they will be credited for one-half of the water that leaked for a total maximum adjustment of \$150. If necessary, this adjustment/credit may be made for a maximum of two billing periods if the customer experienced an abnormally high water bill for more than one billing period.
7. Minimum water bills will be assessed based on the number of electric meters. Apartments will be billed one minimum for each rental unit on the premises.

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

ALL SERVICES	600	680A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - URBAN

RATE SCHEDULE 20, 21, 22, 23, and 24

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located within the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 20)	\$ 21.38
6 inch (Rate Schedule 21)	62.11
8 inch (Rate Schedule 22)	132.36
10 inch (Rate Schedule 23)	238.02
12 inch (Rate Schedule 24)	384.48

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	681A
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

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

ALL SERVICES	600	680B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

FIRE LINE SERVICE - RURAL

RATE SCHEDULE 30, 31, 32, 33, AND 34

APPLICABILITY

This rate is applicable to all residential, commercial, and industrial customers receiving unmetered standby water service for the sole purpose of feeding an automatic fire sprinkler system or similar apparatus.

AVAILABILITY

This rate schedule is available to all customers located outside the corporate limits of the City of Brenham, Texas.

RATES

Size of Service Line	Flat Monthly Rate
4 inch (Rate Schedule 30)	\$ 24.59
6 inch (Rate Schedule 31)	71.43
8 inch (Rate Schedule 32)	152.21
10 inch (Rate Schedule 33)	273.73
12 inch (Rate Schedule 34)	442.15

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, all of the customer's utility services will be considered delinquent and subject to disconnection.

CHARACTER OF SERVICE

Water supplied under this rate schedule is normally treated surface water approved for public water supply by the Texas Commission on Environmental Quality.

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

ALL SERVICES	600	681B
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	OCTOBER 1, 2019	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 1/22/06)	

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.
3. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
4. If the installation of a service tap and service line is necessary to provide the customer with service, the cost of such installation is the responsibility of the customer.
5. Service rendered under this schedule is for standby service only. Connection of fixtures or facilities used on a regular basis is specifically prohibited.
6. The City does not guarantee minimum pressure or rates of flow for service provided under this schedule.

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

ALL SERVICES TARIFF	600 SECTION NO.	690 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/1998)	

WATER SERVICE FEES

RATE SCHEDULE W-N

APPLICABILITY

This rate schedule is applicable to the installation of service taps, service lines, water meters, and other miscellaneous water service-related items, for residential, commercial, and/or industrial customers.

AVAILABILITY

These rates are available to all customers or prospective customers of the City's water system.

- I. The actual tapping of a water main, by City staff, to provide service to an adjoining lot. The fee for connecting a meter to a line that has not been pre-stubbed, or has been pre-stubbed by the City, shall be based on meter size: A pre-stubbed water service is defined as a water service that has already been tapped at the main and has had the water service line extended to the property line. These fees are as follows:

1 Inch service tap, service line, and meter	\$1,030.00
1-1/2 Inch service tap, service line, and meter	\$1,530.00
2 Inch service tap, service line, and meter	\$1,715.00
*3 Inch service tap, service line, and meter	\$2,260.00
*4 Inch service tap, service line, and meter	\$3,000.00

* Turbine meters only

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

The fees for the installation of an irrigation meter commonly referred to as a split service are set forth below.

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

ALL SERVICES TARIFF	600 SECTION NO.	691 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/1998)	

If a split service meter is installed at the same time as the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$265.00
1 Inch Split Service off a 1 ½ Inch Service	\$275.00
1 Inch Split Service off a 2 Inch Service	\$290.00

If a split service meter is installed after the installation of a new service connection, the fee is as follows:

1 Inch Split Service off a 1 Inch Service	\$375.00
1 Inch Split Service off a 1 ½ Inch Service	\$385.00
1 Inch Split Service off a 2 Inch Service	\$400.00

- II. The fees for connecting a meter to a line that has been pre-stubbed at no expense to the City shall be based on meter size, and are as follows:

1 Inch	\$ 260.00
1-1/2 Inch	\$ 645.00
2 Inch	\$ 710.00
4 Inch or larger	\$1,300.00

- III. The fee for the installation, by the City, of taps on existing water mains for the connection of new water mains are as follows:

Existing Main Size (inches)	New Main Size (inches)	Connection Fee
6	4	\$ 840.00
6	6	\$ 935.00
8	4	\$ 870.00
8	6	\$ 920.00
8	8	\$1,105.00
10	4	\$ 835.00
10	6	\$ 945.00
10	8	\$1,085.00
10	10	\$1,440.00
12	4	\$ 970.00
12	6	\$1,050.00
12	8	\$1,170.00
12	10	\$1,465.00
12	12	\$1,725.00

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

ALL SERVICES TARIFF	600 SECTION NO.	692 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
(Supersedes Rate Change effective 3/19/1998)		

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing will be added to these fees based on actual cost.

Note: A water service installation that requires removal of pavement in a TxDOT right-of-way will be charged at the actual cost of work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the water service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City's specifications (or approved) alternatives, as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the water service installation.

IV. Miscellaneous Water Service Fees:

The fee for installation of one or more fire hydrants shall be based on actual cost.

The fee for replacing a 1" curb stop damaged by other than City personnel - \$95.00. Replacement of curb stops larger than 1" will be charged at actual cost.

The fee for moving meter at customer's request shall be as follows:

Meter Size	Moving Meter up to Fifteen (15) Feet	Moving Meter between Fifteen (15) and Thirty (30) Feet
1 Inch	\$225.00	\$365.00
1 1/2 Inch	\$285.00	\$430.00
2 Inch	\$315.00	\$460.00

Note: Moving meters larger than 2" will be charged at actual cost.

The fee for raising or adjusting a meter at customer's request shall be as follows:

Meter Size	Fee
1 Inch	\$ 70.00
1 1/2 Inch	\$210.00
2 Inch	\$270.00

Note: Raising or adjusting meters larger than 2" will be charged at actual cost.

The fee for installing or extending a water mainline from an existing tap to the property line shall be based on actual cost.

The fee for changing meter size shall be based on the following:

Downsizing a 2", 1 1/2" and 1" meter - \$50.00

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

ALL SERVICES TARIFF	600 SECTION NO.	693 SHEET NO.
WATER RATE SCHEDULES SECTION TITLE	OCTOBER 1, 2021 EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

Downsizing a 3" and larger meter - \$300.00

Note: When an existing meter is changed to a larger size and a new tap and service line are required, the fee shall be the same as for a new connection of the same size.

The fee for setting a fire hydrant meter shall be \$200.00 and requires a \$300.00 deposit.

The fee for turning water service off/on for repairs at customer request shall be \$50.00 plus \$25.00 additional if done after regular business hours (regular business hours are 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding holidays).

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

- V. Replacement of water taps due to deterioration. Water tap deterioration will be determined by the City based on standards set by the Texas Commission on Environmental Quality, or its successor agency and the edition of the International Plumbing Code, as amended, in effect at the time of the determination, for minimum residual pressure and flow.

All Taps	No Charge
----------	-----------

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size corporation stop or tapping saddle, installation of an appropriate size angle meter stop or gate valve, installation of an appropriate size meter, installation of a meter box, and the installation of a sufficient amount of an appropriate size service line to allow the placement of the meter at or near the customer's property line.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations as may be amended from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a main line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. In the event a customer desires to increase the size of an existing service, the cost of such enlargement will be equal to the cost of the installation of the new size of service.

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

ALL SERVICES	600	694
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2012	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

RECLAIMED WHOLESALE WATER

RATE SCHEDULE W-R

APPLICABILITY

This rate is applicable to all customers that receive Type 1 Reclaimed Water to be used for industrial and manufacturing processing, residential irrigation, irrigation for urban or rural uses, food crops, municipality-owned right-of-way, fire protection, maintenance of off-channel impoundments, toilet flush water, dust control, road construction, construction activities and process water.

AVAILABILITY

This rate is available to all customers who enter into a Reclaimed Water Use Agreement, pay the applicable deposit, and receive Type 1 Reclaimed Water at the Reclaimed Water Station located at 2005 Old Chappell Hill Rd.

RATES

\$4.00 per 1,000 gallons

MINIMUM CHARGES

No minimum charge.

TERMS OF PAYMENT

All rates specified herein are net, and the gross rates for delinquent payments are ten percent (10%) higher. Each bill for service is due within fifteen (15) days after issuance unless such day falls on a holiday or weekend, in which case payment is due on the next workday. If full payment is not received at the City's offices or other approved payment location on or before the due date, the customer's deposit will be forfeited and the City may, at its sole option, terminate services and the Reclaimed Water Use Agreement, according to its terms.

CHARACTER OF SERVICE

Reclaimed water supplied under this rate schedule is Type 1 Reclaimed Water produced at the Brenham Wastewater Treatment Plant that is authorized and approved for re-sale by the Texas Commission on Environmental Quality. (Authorization # R10388001)

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

ALL SERVICES	600	695
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2012	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 3/19/98)	

SPECIAL CONDITIONS OF SERVICE

1. Where service is rendered from the Reclaimed Bulk Water Station, the customer will be required to pay an initial deposit of three hundred dollars (\$300.00). The customer will also be required to sign a Reclaimed Water Use Agreement prior to usage of the station. The station will have 24-hour access and will be controlled through individual pin codes per account that are distributed upon compliance with the above requirements.
2. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
3. Bills will be adjusted by the proportionate part of any tax or charge levied or assessed against the City or upon its water business as a result of any new or amended laws becoming effective after the effective date of this rate schedule.

ORDINANCE NO. O-21-007

AN ORDINANCE AMENDING THE SANITARY SEWER RATE TARIFF SCHEDULES FOR SANITARY SERVICES FOR THE CITY OF BRENHAM, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE:

WHEREAS, the City Council for the City of Brenham, Texas ("City Council") deems it necessary to change the rates charged for sanitary sewer services to its customers in order to provide for conditions of utility service which promote health, safety, and welfare of the citizens of Brenham, Texas.

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Sanitary Sewer Rate Schedules for sanitary services set forth in the attached Exhibit "A", which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after October 1, 2021.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after October 1, 2021.

PASSED AND APPROVED, on its first reading this the 25th day of February 2021.

PASSED AND APPROVED, on its second reading this the 11th day of March 2021.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

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

Exhibit A

ALL SERVICES	700	790A
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/1/2014)	

SANITARY SEWER SERVICE FEES

APPLICABILITY

This rate is applicable to the installation of sanitary sewer service taps, service lines, and other miscellaneous sanitary sewer related items for residential, commercial, and/or industrial service.

AVAILABILITY

This rate schedule is available to all customers or prospective customers of the City's Sanitary Sewer System.

- I. Line not pre-stubbed; line pre-stubbed at City Expense. A pre-stubbed line is defined as a sanitary sewer service that has already been tapped at the main and has had the sewer service line extended to the property line. For each individual connection where such connection is made to a pre-existing stub installed at City expense or where such connection is not made to a pre-existing stub, the fee shall be as follows:

Tap Size (Inches)	Connection Fee
4	\$685.00
6	\$750.00
8	\$900.00

Note: The fees established herein do not include cost for boring and casing, if required. Costs for boring and casing to be added to these fees based on actual cost.

Note: For taps made on sewer main lines or manholes at depths greater than ten (10) feet, fees will be based on actual cost.

Note: A sanitary sewer service installation that requires removal of pavement in TxDOT right of way will be charged at the actual cost of the work performed or incurred by the City. An owner may choose to hire a contractor to install the service at their own cost and the City will inspect the work to determine if the sewer service installation complies with the City's specifications. If an owner chooses to hire a contractor to install the service, the work must be completed in compliance with the City specifications (or approved alternatives), as determined by the City, in its sole discretion, after inspection of the work. The final pavement repair must be performed immediately upon completion of the sanitary sewer service installation.

- II. Line pre-stubbed at no expense to the City. For each individual connection where such connection is made to a pre-existing stub installed at no expense to the City, the fee shall be as follows:

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

ALL SERVICES	700	790B
TARIFF	SECTION NO.	SHEET NO.
SANITARY SEWER RATE SCHEDULE	OCTOBER 1, 2021	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/1/2014)	

Connection Size (Inches)	Connection Fee
4	\$200.00
6	\$350.00
8	\$450.00

III. Miscellaneous Wastewater Service Fees:

Install Clean-out at Customer's Request	\$320.00
Manhole Installation	Price to be based on actual cost.

The fees for services not specifically addressed in this tariff will be charged in the amount of the actual cost of performing the service.

TERMS OF PAYMENT

The Customer shall make advance payment in the amount of the total estimated actual cost of the installation, prior to commencement of work. If the amount of advance payment is in excess of the actual cost of the installation, the amount of over payment will be refunded. If the amount of advance payment is less than the actual cost of the installation, the customer will be required to remit the amount of the shortage within ten (10) days after the completion of the installation. The City will not provide service to the customer until the entire cost of the installation is paid in full.

CHARACTER OF SERVICE

Facilities provided under this rate will consist of the installation of an appropriate size tapping Y and the installation of a sufficient amount of an appropriate size service line to allow customer connection at or near the customer's property line.



Regular City Council
AGENDA ITEM 6-F.

Agenda Item: Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction LLC. Through the Lower Colorado River Authority (LCRA), In An Amount Not to Exceed \$53,585.00, for the Annual Pole Changeout Program and Authorize the Mayor to Execute Any Necessary Documents

Meeting Type: Regular Meeting-March 11, 2021

Department: Public Utilities

Staff Contact: Alton Sommerfield

Classification: Consent

SUMMARY STATEMENT:

Each year the City of Brenham contracts for a "Rotten Pole Changeout" program to replace deteriorated poles at various locations throughout the city. Replacing these poles is necessary to protect the integrity of the City's electrical system. This year there will be a total of thirteen (13) poles changed out. The contract is with LCRA and is executed through our Technical Services Agreement between LCRA and the City of Brenham dated October 18, 1980. The work is to be performed in accordance with the Terms and Specifications between LCRA and the contractor. The Agreement is through Techline Construction LLC and is not to exceed \$53,585; this total is for Labor and Equipment needed to complete the project. The cost of materials is estimated at \$10,000 for a total project cost of \$63,585.

ATTACHMENTS:

(1) Electrical Distribution Construction Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

Growth Capacity: Continued investment in City-owned utility infrastructure maintenance and upgrades.

RECOMMENDED ACTION:

Staff recommends approving the Electrical Distribution Construction Agreement with Techline Construction LLC in the amount of \$53,585 and authorize the Mayor to execute any necessary documentation.

Electrical Distribution Construction Agreement

This Electrical Distribution Construction Agreement ("Agreement")
is made and entered into effective as of the date of the last to sign
below, by and between the City of Brenham Tx ("Owner")

and Techline Construction, LLC ("Contractor") _____.

Techline Construction LLC

(the Construction Drawings") and Contract No. 5045 Distribution
Construction Services between Lower Colorado River Authority (LCRA)
and Techline Construction, LLC dated October 1, 2018 (the
"Contract") are attached to this Agreement as Exhibit A and Exhibit B
respectively and are incorporated into it for all purposes. Both parties
agree to all provisions of the Construction Drawings and the Contract,
provided, however, that both the City, as Owner, and Contractor
acknowledge that this Agreement is issued under Section C of Contract
permitting LCRA'S Wholesale Customers to purchase under the
Contract, and provided further that Owner and Contractor agree that
LCRA is not a party to this Agreement between the Owner and the
Contractor, and that LCRA does not guarantee payment by Owner to
Contractor, warrant performance by Contractor to Owner or otherwise
assume any Liability under this Agreement to Owner or Contractor
(whether in tort (including negligence and strict liability) contract,
warranty, indemnity, contribution or otherwise).

Contractor has thoroughly examined the jobsite, the Construction drawings and other specifications applicable laws and regulations, and all other matters affecting the work to be performed, and has delivered its offer to the City of Breunham in the form of the Proposal by Techline Construction, LLC to the City of dated 2-22-21 (the "Proposal"). The Proposal is attached to this Agreement as Exhibit C and incorporated into it for all purposes.

Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services to complete the work described in the Contract Documents, specifications, and Construction Drawings and the Contract Documents.

Contractor agrees to perform the work and Owner agrees to pay the Contractor in accordance with the prices listed in the Proposal and in any change orders executed by the parties.

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EXHIBIT A

Construction Drawings {complete title}

City Furnished Pictures and Maps

EXHIBIT B

**Contract No. 5045 Distribution Construction Services between Lower
Colorado River Authority and Techline Construction, LLC dated
October 1, 2018.**

City has contract prices

EXHIBIT C

Proposal by Techline Construction, LLC to the City of

Brenham Dated 2/22/2021 .

Techline Construction estimates the total cost of labor and equipment

to complete the project or projects to be known as Pole Change Out

At Various Locations x 13 Poles. for the City of Brenham

will be \$51,127.00. *not to exceed 53,585.00* Any added or unusual work will be done by

Techline Construction for extra compensation.

The City of Brenham will hydrovac all necessary holes, so each pole can be properly changed out. There is no mobilization charge in this bid. If Techline has to leave the project due to any fault of the City of Brenham there will be a mobilization charge of \$479.00 per hour, for each hour it takes for Techline to transport equipment and return men to their vehicles and travel back to Brenham to begin work.

Thank you,
Don Lawyer
President
Techline Construction, LLC

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION CONSTRUCTION
AGREEMENT BETWEEN CITY OF Branham
AS OWNER, AND TECHLINE CONSTRUCTION, LLC, AS CONTRACTOR

EXECUTED EFFECTIVE as of the date of the last to sign below.

CONTRACTOR

Techline Construction, LLC

By: Don Lawyer

Name: Don Lawyer

Title: President

Date: 2-22-21

OWNER

City of _____

By: _____

Name: _____

Title: _____

Name: _____



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discussion and Presentation of the City of Brenham Police Department's:

- a. 2020 Annual Report
- b. 2020 Racial Profiling Report

Meeting Type: Regular Meeting-March 11, 2021

Department: Police Department

Staff Contact: Ron Parker

Classification: Work Session

SUMMARY STATEMENT:

Summary of the year end and statistical information

ATTACHMENTS:

- (1) Annual Report 2020
- (2) Racial Profiling Report 2020

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No action - discussion only



2020

Brenham Police Department's Annual Report

Mission Statement

The mission of the Brenham Police Department is to proudly serve the community by protecting our citizens, enforcing the law, and working in partnership with the public to enhance the quality of life by holding ourselves to the highest standards of performance and ethics.

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Opening Remarks

It is my sincere pleasure to welcome you to the 2020 Annual Report of the City of Brenham, Texas Police Department. The year 2020 will be recorded in history as presenting its share of challenges. One of the most significant was the impact from COVID-19, and its impact on our lifestyle, culture, economy, and families, to name a few. Another challenge that was presented in 2020 was a growing concern over reforms for policing strategies and practices.

The Brenham Police Department rose to these challenges and met them “head-on”. We amended our methods in interacting with the public without sacrificing our compassion and dedication to service with respect and courtesy; we postponed certain events that could have unnecessarily placed the health of our citizens, stakeholders, and partners in jeopardy; and we continued to keep the community informed of progress and events through social media, news media, newsletters, and other formats. In addition, as a public safety agency, we created new partnerships with important stakeholders within our community. These included a speakers’ bureau so we can, at the invitation of citizens’ groups, keep them informed of their police department and interact with them; we created the first-ever Citizens Advisory Board for the Brenham Police Department, which is comprised of various demographic groups and interests from across the city; and we have made the public commitment to publish our entire policy manual/general orders via the internet for public access and viewing, in order to promote transparency.

In addition to these important steps, we have been proactive in completing a thorough review of our policy manual. Some important amendments have included: the prohibition of chokeholds and restrictions of persons’ airway in arrest and use of force situations, further restrictions on vehicular pursuits, mandatory reporting to supervisors of inappropriate or illegal use of force when observed by fellow officers, and making it mandatory for fellow officers to intervene in such inappropriate or illegal use of force when observed. We have also made the commitment to voluntarily report all uses of force by our police officers to the United States Federal Bureau of Investigation, to further prove our commitment to transparency and accountability.

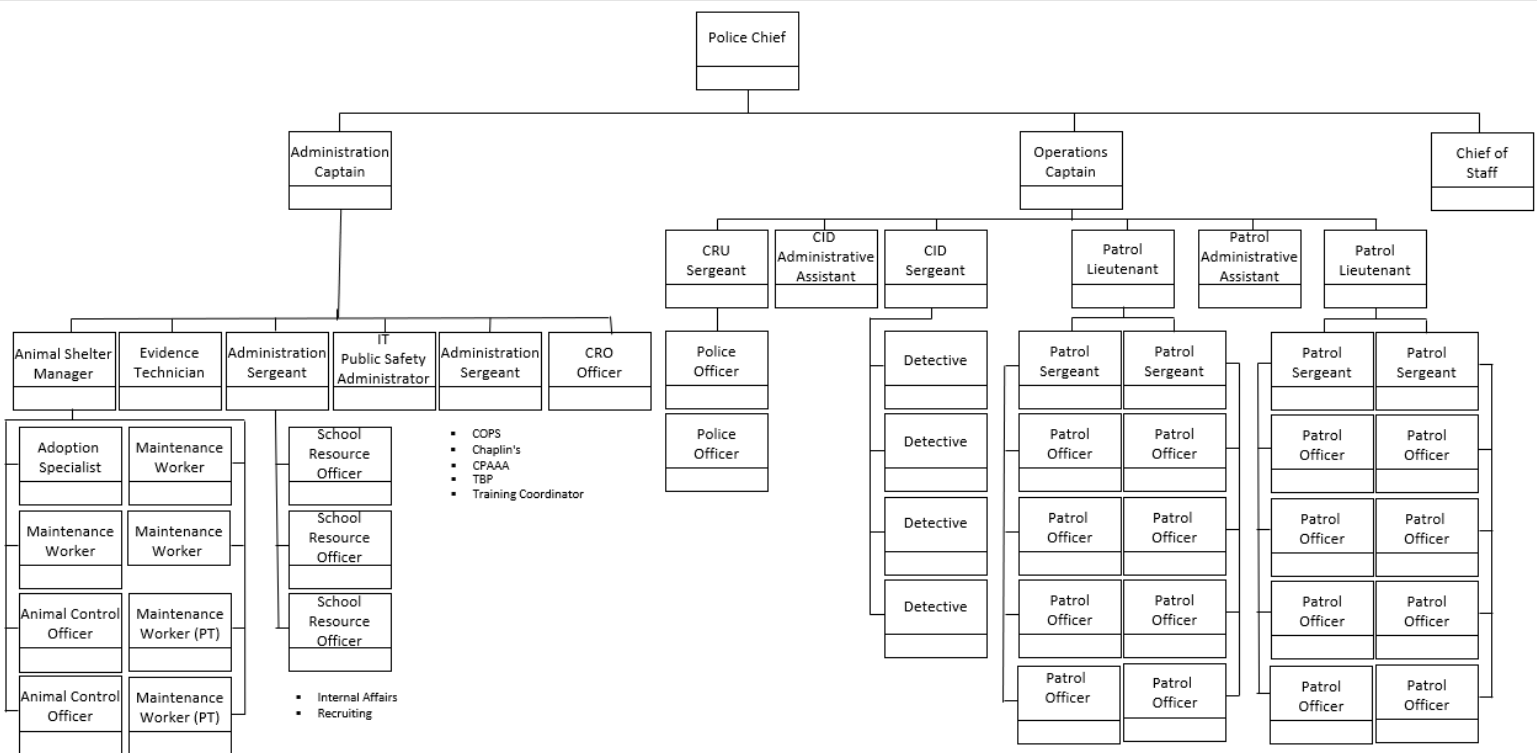
In order to make further efforts to reduce any use of force by our sworn members, we have initiated steps to certify all of our police officers as Mental Health Officers, and to pursue training for all officers in the subject of Crisis Intervention and De-Escalation techniques. We firmly believe these additional measures will help our department to be better equipped to deal more effectively with our citizens who may suffer from mental/emotional health challenges, or other stressors in their lives that would perhaps make an interaction more concerning.

The Brenham Police Department is truly committed to being the best possible public safety agency in the State of Texas. We recognize this is not possible without a sincere partnership with all of our citizens, community groups, and businesses in our city. We will never rest on our previous achievements and accomplishments but will continually strive for further excellence. We will do so while holding ourselves to the highest standards, respecting others, serving with professionalism and respect, and protecting the Constitutional Rights of *everyone*.

I am proud to have joined this outstanding organization in March 2020. I look forward to continuing to work closely with our public safety professionals, and our community to make Brenham even better!

Organizational Chart

The department has just completed its first year of a re-structure from two major divisions commanded by two Captains. The patrol division is commanded by two Lieutenants who oversee the patrol division and report directly to the Operations Captain. There is no longer a position in the department organizational chart at this time for a K9 Officer since its last update. The Administrative Division has a new position created by the Chief of Police. The new position of a Community Resource Officer who reports directly to the Administration Captain. These positions will make the organization flatter with an optimal balance of effectiveness and efficiency.



Productivity and Activity

Overall crime is down by 15 percent when Violent Crimes, Property Crimes, and Vehicle thefts are combined. However, it is always the Violent Crimes or Part 1 Crime Rate that is the most concerning. This year the Part 1 Crime Rate did have a two percent decrease. Family violence and sexual assault offenses are often hard for law enforcement to prevent because the offenses take place in a home and are often crimes of unforeseen nature.

However, during the next year, the department will be possibly trying to implement a new program that will potentially assist in curtailing future forcible rape situations. With a Rape Aggression Defense Program geared towards multiple demographics within our community.

This past year the department dealt with significant hardships just as the rest of the City of Brenham Departments have due to the COVID-19 Pandemic and there being designated quarantines for employees. The department is just now approaching full strength for the force. There is still currently one open position at the department at this time. The hiring, recruiting, testing and training phases take time and they have steadily been occurring. The department has conducted recent interview boards, but none of the applicants at this time were selected. It should be noted that it can take up to a year if not longer to get an officer through the recruiting, application, testing, hiring and training phases. Self-initiated activity can fall when staffing levels decrease, which in turn may allow crime to rise. It is important that the department stay staffed to full strength as much as possible.

The department had 35,219 calls for service in 2020, which includes both dispatched calls and officer-initiated activity. The police department made over 600 arrests when combining adult and juveniles. Officers continue to connect the dots and analyze crime much more accurately. In recent years there has been decrease in “Part I Crime” because the police team is working smarter and not just harder. This department could not continue to be proactive without the support of the Mayor, City Manager and City Council.

On Page 6, Figure-1 is a Basic Statistical Information breakdown from the past 3 years and this current year. The statistical information listed for 2020 is calculated from the 01/01/2020 – 12/31/2020. The calculated percentage on the right of Figure-1 is shown as the difference from the year 2019 to the current year of 2020. It is noted that violent crimes (Part 1 Crimes) for this section are classified as aggravated assault, sexual assault, murder/homicide/manslaughter, and robbery. Property crimes (Part 2 Crimes) for this section are classified as arson, burglary, larceny-theft, and motor vehicle theft.

This is also the second full year that NIBRS (National Incident-Based Reporting System) reporting system has been in effect. However, these numbers below are still in correlation with the UCR (Uniform Crime Report) statistical information. In the year of 2021 statistical information will be switched over to the NIBRS format to provide a more accurate statistical log for your review. NIBRS is the law enforcement community’s standard for quantifying crime, which will help law enforcement and communities around the country use resources more strategically and effectively. It will provide greater specificity in reporting offenses, collects more detailed information, and will provide greater analytic flexibility.

Productivity and Activity

While reviewing the statistical information listed below you may notice that there has been a statistically significant decrease in Traffic Stops. The Traffic Stop data was taken from Brazos Tech which all traffic information is recorded. This was primarily occurring when the initial portion of the COVID-19 Pandemic occurred. Officers were still in the process of obtaining PPE (Personal Protective Equipment) at this time to help prevent the spread of COVID. Traffic Stops were still occurring, but were slowed down, due to initial overloading at local business while people were attempting to gather supplies and other items. Officers were conducting multiple business checks and attempting to educate the citizens on wearing a mask. The Traffic Stop downtrend should be increasing into next year from this year as long as a style of normalcy begins to return.

Violent crimes have shown a 45% decrease this year from 2019, as well as property crimes showing a 16% decrease. Even though officers may not have been making the high number of traffic stops as normal, they have increased patrol presence which could possibly be a correlating effect which is decreasing the number of property crimes occurring.

<u>Basic Statistical Information</u>					
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>%</u>
Violent Crimes	56	52	94	51	- 45.74%
Property Crimes	305	363	339	290	-14.45%
Vehicle Thefts	20	20	22	18	- 18.18%
Traffic Accidents	531	490	499	330	- 33.87%
Traffic Stops	12,808	13,679	10406	6660	- 36.00%
Total Calls for Service	32,368	24,898	34939	35219	+ 00.80%

Patrol or Operations Division

The Operations Division is commanded by Captain Lloyd Powell, two lieutenants and four patrol sergeants. They are Lieutenant Kelvin Raven, Lieutenant Curtis Schoen, Sergeant John Snowden, Sergeant Terrence Johnson, Sergeant Joseph Merkley, and Sergeant Jonathan Phipps.

In 2020, patrol officers conducted approximately 6,660 traffic stops, and handled a total of 35,219 calls for service which included self-initiated activity and non-emergency calls.

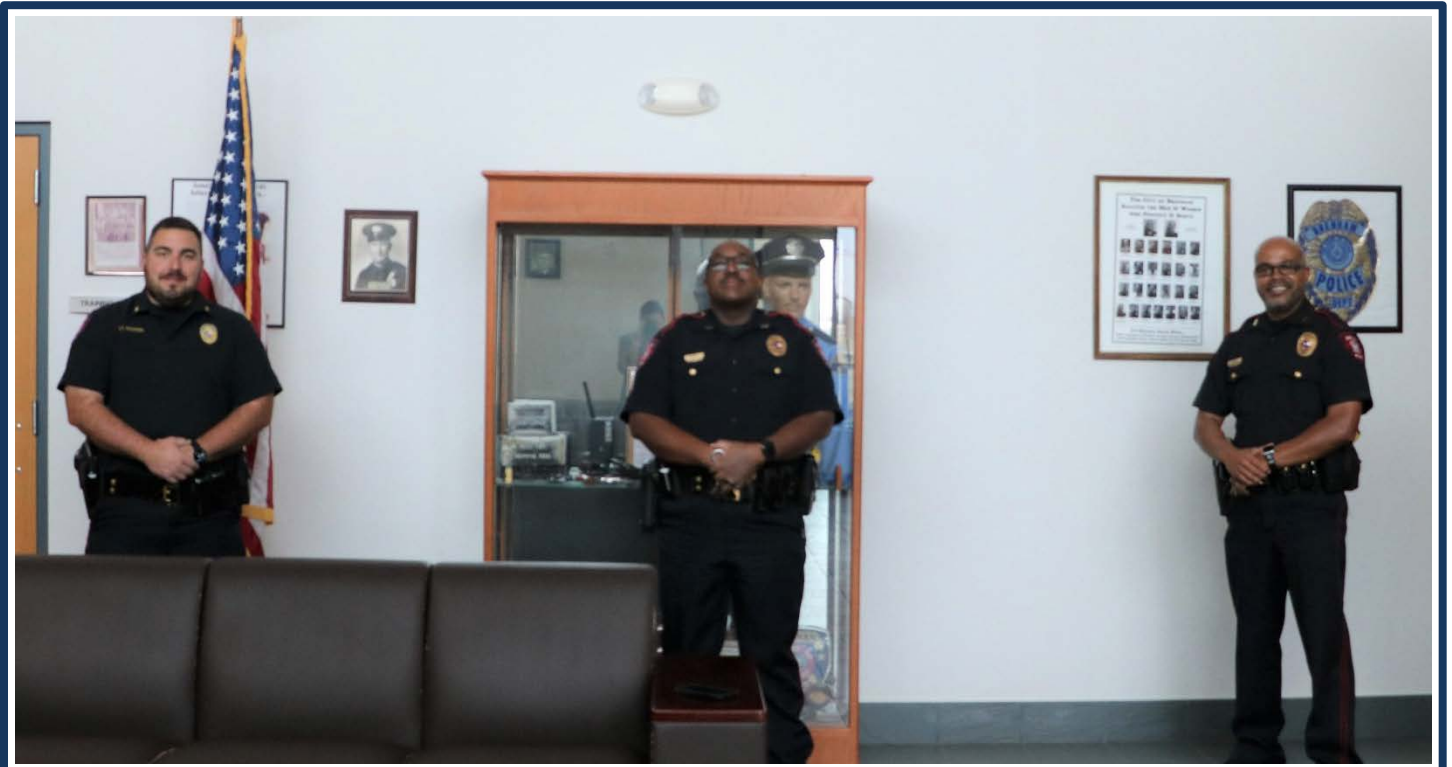
Most criminals are apprehended on traffic stops. Criminals can pick and choose the place and time of their crime. However, they cannot control the roadways to and from the crimes they committed. This is where patrol officers' gain the ability to catch drug traffickers, burglars, and wanted persons. Patrol officers in the field not only respond to calls, they also solve and prevent a significant number of crimes.

The patrol division restores order and prevents crime with their visibility and patrols. They conduct business checks; perform both initial and subsequent investigations. The patrol officer gathers information, take reports, resolve conflicts, and prevent crime and disorder from taking over the community.

The members of patrol are ethical, courageous, compassionate, and stern when appropriate. They are capable and dependable individuals that work as a team.

"To live with courage, integrity and respect, through service to others, so that I may honor my family of past, present and future and sharing these values with others is the greatest legacy I can leave on this earth."

Chief Ron Parker



Left to right, Lt. Curtiss Schoen, Cpt. Lloyd Powell, Lt. Kelvin Raven

Canine Units

The department's K-9s were both retired and were allowed to stay with their K9 handlers. Officer Adams tendered his resignation with the City of Brenham when his K9 partner was retired and expanded his local business ownership here in the City of Brenham. Corporal Andras is now a Reserve Police Officer for the Brenham Police Department.

Both K-9s have been utilized to assist other officers in serving felony warrants when or where suspects have fled from police. The K-9s have served the community in public relation duties as well. For example, they have given numerous demonstrations to students at schools.

Upon the retirement of both K9's and Officers no longer being full time with the City of Brenham the K9 program has been discontinued at this time.



***Corporal Hunter Andras
And Ronny***



***Officer Andrew Adams
And Robbie***

Criminal Investigations

The Criminal Investigation Division is commanded by Captain Lloyd Powell and Sergeant Jason Derrick. The Division is comprised of 4 Detectives and their Sergeant. The Brenham Police Department had a 2020 case clearance rate of 47 percent. The criminal investigation division also processes crime scenes, conducts interviews, interrogates suspects, and assists victims of crime. The division is made up of four investigators and each have specialized training to augment the team.

In 2020, the Brenham Police Department processed 2,511 Police Case Files or offense reports. These report totals also include Crash Reports and all reports taken by the department. All files were reviewed for solvability by the CID Commander and CID Sergeant. The 700 cases not court ready were assigned to the Criminal Investigations Division.

- 138 cases were exceptionally cleared by the case Detective and the prosecuting court.
- 10 juveniles and 105 adults were arrested as a result of the investigations.
- 45 cases have been referred to warrants, but the suspect/s have not been apprehended at this time.
- 17 cases were filed as unfounded. They either did not meet the elements of the crime or were false reports.
- 148 cases were referred to the proper courts for prosecution upon completion of the investigations.
- 34 cases remain open/active.
- 192 cases were listed as inactive, with either no leads or suspects.



Left to right, C.I.D. Admin. Assistant Misty McCowan, Det. Alex Saenz, Det. Kejan Mehlhorn-Hock, Sgt. Jason Derrick, Det. Ashley Burns, Det. Jared Campbell

Crime Reduction Unit

The Crime Reduction Unit (C.R.U) focuses on the following, but not limited to the listed areas.

1. Narcotic Investigations
 - a. Controlled purchases of narcotics
 - b. Physical and digital surveillance
2. Fugitive Apprehension
 - a. Transport apprehended subjects from other agencies
 - b. Search for at large fugitives from justice
3. Monitor current area criminal activity and trends
4. Assist the Criminal Investigative Division in organized crime cases and other higher-profile cases
5. Assist Local, State, and Federal Governmental Agencies
6. Liaison for State and Governmental Agencies (I.E. DEA, ATF, FBI, US Marshall's, and HSI)
7. Public Education

For the year of 2020 the Crime Reduction Unit has made 67 arrest. Filed 49 felony charges (Not including narcotic purchases or warrant arrest), 21 Misdemeanor Charges, and completed 60 warrant arrest. The unit has also recovered 5 stolen vehicles.

CRU has obtained probable cause during their investigations and subsequently obtained and executed 4 search warrants for residences within the city limits of Brenham.

CRU has filed 3 U.S. Currency Seizures and recovered 6 firearms while conducting their investigations.

The CRU has conducted well over 1,300 hours of surveillance while conducting their investigations.

Part 1 & Part 2 Crime Rates

Yearly 2020 Summary

	2019 # of OFFENSES	2020 # of OFFENSES	% CHANGE 2012 & 2013
PART I CRIMES			
MURDER/MANSLAUGHTER BY NEGLIGENCE	1	0	-100.00 %
FORCIBLE RAPE (INCLUDES ATTEMPTS)	15	16	+ 06.67 %
ROBBERY	6	5	- 16.67 %
KIDNAPPING	0	0	00.00%
ASSAULTS (AGGRAVATED)	72	30	- 58.33 %
TOTAL PART 1 CRIMES	94	51	- 45.74 %
PART II CRIMES			
FORGERY	23	8	-65.22%
ARSON	0	0	00.00%
BURGLARY	63	37	- 41.27 %
THEFT	276	253	- 08.33 %
MOTOR VEHICLE THEFT	22	18	- 18.18 %
ASSAULTS	282	187	- 33.69 %
CRIMINAL MISCHIEF	85	62	- 27.06 %
NARCOTIC CHARGES	318	311	- 02.20%
D.W.I.	72	57	- 20.83 %
PUBLIC INTOXICATION (ARRESTS)	67	30	- 55.22 %
TOTAL PART II CRIMES	1208	963	- 20.28 %
	0		
TOTAL PART I & II CRIMES	1302	1014	- 22.12 %

* This chart is not indicative to all Part II and Part I Crimes that are reported to the FBI. However, this is a representation of majority of crimes that occur within the City of Brenham.

Production Numbers for 2020

PERFORMANCE SERVICE REPORT

Total Calls for Service	35,219
Total Reports Taken	2,511
Business Checks/Close Patrols	9,928
Total Crashes	330
Traffic Fatality Crashes	1
Total Traffic Stops	6660
Warning Tickets Issued	3,936
Citation Ticket Issued	2,713
Mileage on Police Department Units	430,331
Number of Mental Health Reports	111
Number of Community Events	60
Number of Use of Force Reports	21
Number of False Alarms	637
Adult Arrest	550
Juvenile Arrest	21

Note:

Support Services/Administrative/ Professional Standards

The Support Services Division is commanded by Captain Dant Lange. The division researches and processes the purchasing of all departmental assets, vehicles, equipment and is in charge of fleet maintenance. The division oversees internal affairs, Texas Best Practices compliance, policy and procedures, training, equipment inspections, open record requests, school resource officers, evidence technician, department I.T., firearms, gun range, animal control, animal shelter, STEP Program, Citizens Police Academy, Citizens on Patrol, Chaplains, Community Resources.

During the past year department personnel have participated in both in-house and outsourced training. A total of 5 courses were taught at the Police Department. These courses included Less Lethal Electronic Control Device Training, Less Lethal Chemical Weapons Training, and Patrol Rifle Training. There was a drastic drop in the number of courses taught at the department this year, due to the COVID-19 Pandemic. Un-necessary trainings were not conducted to limit exposure at this time. Outsourced training included courses such as Organizational Leadership Courage and Character, Homicide Investigation, School Based Law Enforcement Active Shooter Training, Crisis Intervention Techniques, along with many others.

Several officers were able to advance their level of TCOLE Certifications. Employees completed the mandated training necessary to maintain their certification and commission, including firearms qualification.

Use of Force

There are always those who fail to comply with lawful requirements despite attempts to gain voluntary compliance. Officers responded appropriately and professionally during these incidents.

In 2020, there were a total of 21 incidents where force was used by officers. All of the incidents were within



Left to right/ top to bottom, Cpt. Dant Lange, Sgt. Todd Ashorn, Sgt. Steven Eilert, Officer Marley Mayo, Pam Ruenke (I.T.), Jean Luera (Evidence Tech.)

Policy. Listed below is a breakdown of the types of force used by officers; please note that in some incidents more than one type of force was used to control a suspect and affect an arrest. The majority of these cases involved officers having to physically control subjects resisting arrest and required no less than lethal weapons to be deployed.

The breakdown of the type of force utilized is below:

Hands On:	7
Taser/duty weapon displayed only:	11
Taser Utilized:	3

In 2020, Brenham police officers were involved in 3 vehicle pursuits. All suspects were apprehended. All pursuits were deemed to be within the policy of the department.

The officers and supervisors are trained to evaluate the ever-changing conditions such as the environment and traffic congestion, along with the reason for the pursuit.

During 2020, the department had a total of 0 official Internal Affairs investigations involving officers.

Use of Force

Racial Profiling Report Related to Traffic Stops

The department had no racial profiling complaints in 2020. When considering the below traffic stop (where an arrest or citation was issued related to a traffic stop) data to population there were 756 African-Americans cited and 1,276 Caucasians cited. Therefore, 28 percent of the vehicles stopped and cited were occupied by African Americans as opposed to 51 percent of vehicles occupied by Caucasians. 18 percent of the citations were issued to those of Hispanic race.

A look at the department's racial profiling statistics reveals the city population breaks down as follows; 2 percent Asian, 28 percent African-American, 51 percent Caucasian, 18 percent Hispanic, and 1 percent other. All categories were within acceptable ranges.

Considering the 2019 census estimate demographic information Brenham has a 22.2% African American population, a 52% Caucasian population, a 20.2% Hispanic population, and a 2.7% Asian population. This statistical data along with the fact that there have been no 2020 complaints of racial profiling indicates the Brenham Police Department is impartial and not engaging in illegal racial profiling.

The demographic (population comparison city and county) breakdown of the population in and around Washington County should be considered as well. Brenham is the county seat of Washington County and the hub of activity and trade. A very large number of traffic stops are made on individuals that do not reside in Brenham or Washington County. Blinn College also brings in a significant population at different times throughout the year. This city experiences many commuters because of its location between the

Houston and the Austin areas. There is no doubt that the area has become more diversified since the last census in 2010.

Every arrest involves a search or inventory by policy due to safety and liability requirements. It should also be understood that a significant number of arrests regarding traffic stops were conducted due to outstanding arrest warrants as opposed to traffic violations or reason for the traffic stop.



Number of Motor Vehicle Stops			
3921	Written Warning		
2704	Citation		
15	Written Warning & Arrest		
9	Citation & Arrest		
11	Arrest		
		6660	Total
Race or Ethnicity			
69	Alaska Native / American Indian		
140	Asian/Pacific Islander		
1876	Black		
3399	White		
1176	Hispanic/Latino		
		6660	Total
Search Conducted			
123	Yes		
6537	No		
		6660	Total
Was Contraband Discovered?			
89	Yes		
34	No		
		123	Total

School Resource Officers

The Brenham Independent School District and the City of Brenham have an agreement which provides three Brenham police officers to be assigned to the district. The school district reimburses the city for the three positions. Captain Dant Lange oversees the School Resource Officers Division who are supervised by Administrative Sergeant Todd Ashorn. The resource officers are assigned to the high school and to the junior high school. It should be noted that the schools were not open from March to August of 2020, due to COVID-19. The school resource officers conducted 84 Offense Reports total from both campuses combined during the year of 2020 while school was in session.

1. Brenham Junior High
 - a. Referred 7 Class “C” Misdemeanor cases to municipal court. (Simple Assault, Disorderly Conduct, Minor in possession of Alcohol/Tobacco)
2. Brenham High School
 - a. 3 Felony Arrest, 3 Misdemeanor Arrest, and referred 6 Class “C” Misdemeanor cases to Municipal Court. (Simple Assault, Disorderly Conduct, Minor in Possession of Alcohol / Tobacco).
 - i. The 3-felony arrest were for narcotic’s possession and which were enhanced, due to it being a drug free zone.

It should also be noted that the Municipal referrals from the High School would be much higher, but the school district handles first time offenses for Minor in Possession and Simple Assault administratively, which is allowed by the Texas Government Code.

The resource officers spend much of their time performing intervention, mentoring and prevention duties. Their presence and work within the school district enhances school campus safety. Their efforts free patrol officers from responding to most of the aforementioned calls for service. This results into

deployment balance. Officers spend more time in neighborhoods and traffic enforcement curtailing crime and enhancing public safety. The school resource officers also perform security as BISD events



From Left to right: Sgt. Todd Ashorn, Cpl. Sierra Randle, Ofc. Jason Kasprowitz, Ofc. Richelle Malinowski



Brenham PD Civilian Employees

All department activity is supported by five of the best civilian team members the department could have. The civilian employee team processes invoices, payroll, data entry, criminal case preparation, greeting the public, processing evidentiary items as well as many other tasks. There is simply no way the police officers could be effective or efficient without their help. It is in large part because of this team that the police officers have the time to prevent, investigate and lower crime.

Christi Korth serves as the Chief of Staff. She is responsible for coordinating the Chief's schedule, processing accounts payable and receivables, assisting with budgetary reports. Coordinating training room reservations.

Misty McCowan is the Criminal Investigations Administrative Assistant. She is responsible for investigative data entry, case preparation for prosecution, and productivity and activity reporting.

Jean Luera is the Property and Evidence Technician. She is responsible for the storage, collection, destruction and release of both property and evidence. She also serves as the departmental Quartermaster as it relates to uniform and equipment.

Berneake Gantt is the Patrol Administrative Assistant. She is responsible for data entry of citations, accident reports and assisting citizens.

Pam Ruemke is the Public Safety Systems Administrator. She is responsible for maintenance and upkeep on departmental servers, assisting with all departmental camera systems, all departmental radios, all departmental computer systems. She is not only responsible for the Police Department's systems, but all Public Safety Systems including the Fire Department.



From Left to Right: Pam Ruemke (Public Safety Systems Admin.), Jean Luera (Evidence Technician), Misty McCowan (CID Admin. Assistant), Berneake Gantt (Patrol Admin. Assistant), Christi Korth (Chief of Staff)

Community and Volunteer Services

The volunteer services program is led by Administrative Sergeant Steven Eilert and six civilian volunteer supervisors. Those volunteer supervisors are Rob Aguilar, Dorothy Antkowiak, Stan Ford, Doug Fiest,



Albert Green, Chuck Wood.

The Citizens Police Academy Alumni

Association (CPAAA) has well-over 70 members. The CPAAA did a fantastic job volunteering as community greeters and assisting in numerous community events.

The Citizens on Patrol (COPS) program is made up of over 40 members. The COPS logged over 5,962 volunteer hours which equates to almost 500 hours per month of volunteer work. Including patrolling the city and assisting the patrol officers with equipment and resource support. They have been instrumental with increasing visibility in the parks, business districts and neighborhoods. Their efforts

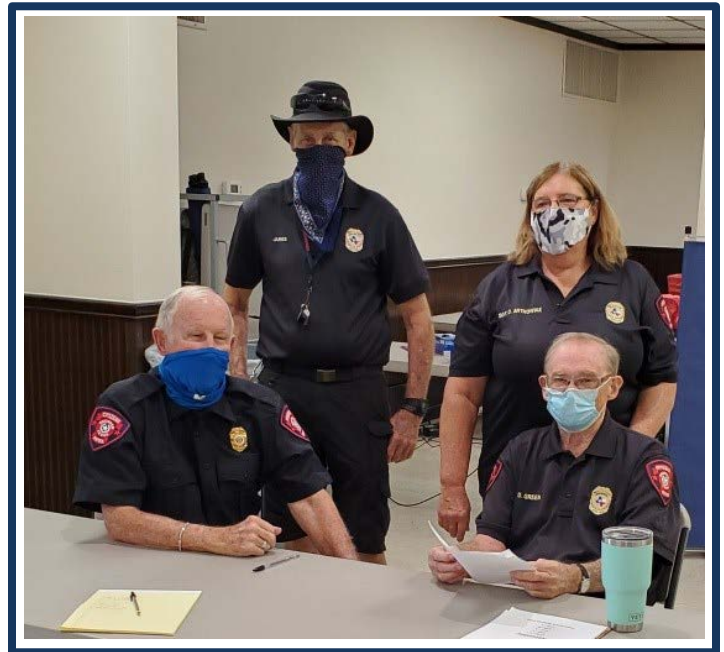
and visibility help heighten the sense of well-being within the community.



These dedicated hard-working volunteers work the school zone for traffic control every morning and every afternoon at the Brenham Elementary

School to ensure buses are able to turn left and traffic flows efficiently. Before their efforts every bus had to make a short detour due to traffic flow problems.

The volunteers have been instrumental in providing volunteer services to more than 50 community events or functions this past year. The City of Brenham is known for its numerous parades, Hot Nights Cool Tunes, fun runs, festivals and other civic events. If it were not for these volunteers the city simply could not afford the extra duty costs associated with overtime from full-time employees. It is because of their efforts this cost is not passed on to the individual entities responsible for each event. In addition, their efforts free up police officers to concentrate on crime prevention, intervention, and apprehension.



Animal Control and Shelter



Brenham Animal Shelter

The Animal Shelter is under Captain Dant Lange with direct supervision being provided by Allison Harper. The total number of animals processed in 2020 through the shelter and animal control was 603. There were 349 adopted animals, 39 sent to rescue, 116 returned to their owners. Approximately 35 were adopted through Home to Home, and 30 community cats sterilized. There were 137 animal surrenders, 442 total impounded animals, 24 animals born at the shelter, and 96 bite cases investigated.

There are 7 total employees at the Animal Shelter. These are dedicated employees that work hard to

ensure each animal is treated humanely. They care for and are often involved in community projects using animals to bring joy to the community. The animal control team conducts adoption drives and provides community education regarding the proper way to care for animals. They ensure the animals are spayed or neutered to help control the over population of unwanted or aggressive animals.

They serve as first responders to capture and quarantine dangerous animals. They are dedicated servants of this city and surrounding area. They serve both the City of Brenham and Washington County.

They were also able to obtain \$13,000 in grants and fundraising for the Brenham Pet Adoption and Care Center. The animal shelter has an opening for an Animal Services Specialist that will be filled in early 2021. The animal shelters volunteer program has been working exceptionally well in helping care for animals within the shelter and tending to regular facility maintenance. Volunteers such as Sharon Guelker and Suzanne Callaway have been almost daily regular volunteers assisting with needs at the animal shelter.



Front to Left: Sabrina Malinowski, Sarah Schrader, Allison Harper, Megan McCarrell, Craig Reagan. Not Pictured: Tanya Beierle

Strategy

The Brenham Police Department will continue to work closely in partnership with the various stakeholders throughout the community we serve. These will include businesses, citizens, education, faith-based organizations, and others who are important to the vitality of our city.

We will continue to improve in our services to the citizens and visitors to our city, Brenham, Texas. We will accomplish this through the following measures: providing the proper training for our personnel; providing adequate resources and equipment for our personnel; striving to enhance our recruiting efforts to hire more women and minorities; living up to the expectations of our customers, the public that we are sworn to serve; and working together with our community partners.

The Brenham Police Department will continue to earn the trust and faith of our community and our citizens through transparency and accountability. We will first hold ourselves accountable for our own actions. In order to refer to ourselves as “professionals”, we recognize that we must live up to these promises. We will enforce the law, and live up to our oath as “public safety professionals”, with respect, courtesy, professionalism and as always, protecting the Constitutional Rights of every individual, regardless, of their color, gender, beliefs, religion, etc.

We recognize that we cannot succeed in this strategy solely as a “police department”. The public safety of a community must be a united, team effort comprised of the police force, and all citizens within that community. It is only through that partnership that success can be recognized, through mutual respect and in working in harmony with each other. We, as a police department, cannot be successful without that realization. We embrace that philosophy and welcome the challenges ahead of us.

In Closing

It is our sincere hope that you have found this report to be useful and informative. The operations of your police department, and the activity generated by its personnel, should be of significant importance to every citizen within the City of Brenham, as well as to the persons visiting our wonderful community, and those doing business here.

We have recognized that we have an obligation to live up to the expectations of our citizens. It is through mutual respect, partnerships, and mutual understanding that we will continue to improve and thrive and united community that is committed to the safety of those residing and visiting here.

Your police department is a “Best Practices” public safety agency. Having passed our comprehensive on-site inspection by outside auditors from the Texas Police Chief’s Association and undergoing an annual audit to ensure continued compliance with standards, it is important to highlight that our police department continues to enjoy its status as one of only a handful of police departments within the State to be recognized as a “Best Practices” organization and a leader in the law enforcement community. We are proud of this achievement and remain committed to performing all of our law enforcement mandates in the most effective, efficient, and appropriate manner available. After all, doing “the right thing” is at the heart of everything we do at the Brenham Police Department.

This report includes more details about these initiatives, various statistics, and updates on other programs, including what makes BPD so successful. It is an honor to work with the dedicated and professional staff within the Brenham Police Department. Their dutiful efforts, dedication, commitment, loyalty, and service are reflected throughout this report. Thank you for your continued support.



Brenham Police Department's 2020 Racial Profiling Report

Prepared by: Sgt. Steven Eilert

Brenham Police Department

Racial Profiling Report

January 2020 – December 2020

Total Traffic Stops

Total: 6660

Location of Stop

City Street	3603	54.10%
US Highway	2733	41.04%
County Road	6	00.09%
State Highway	290	04.35%
Private Property	<u>28</u>	<u>00.42%</u>

Total: 6660

100.00%

Was race known prior to stop

Yes	225	03.38%
No	<u>6435</u>	<u>96.62%</u>

Total: 6660

100.00%

Race or Ethnicity

Alaska Native/American Indian	69	01.04%
Asian/Pacific Islander	140	02.10%
Black	1876	28.17%
White	3399	51.03%
Hispanic/Latino	<u>1176</u>	<u>17.66%</u>

Total: 6660

100.00%

Gender

Female	2648	39.76%
Male	<u>4012</u>	<u>60.24%</u>

Total: 6660

100.00%

Brenham Police Department

Gender

Female

Alaska Native/American Indian	9	00.34%
Asian/Pacific Islander	49	01.85%
Black	786	29.68%
White	1439	54.35%
Hispanic/Latino	<u>365</u>	<u>13.78%</u>

Total: 2648 100.00%

Male

Alaska Native/American Indian	60	01.50%
Asian/Pacific Islander	91	02.27%
Black	1090	27.17%
White	1960	48.85%
Hispanic/Latino	<u>811</u>	<u>20.21%</u>

Total: 4012 100.00%

Reason for Stop

Violation of Law

Alaska Native/American Indian	5	00.62%
Asian/Pacific Islander	10	01.23%
Black	236	29.06%
White	389	47.91%
Hispanic/Latino	<u>172</u>	<u>21.18%</u>

Total: 812 100.00%

Preexisting Knowledge

Alaska Native/American Indian	1	00.93%
Asian/Pacific Islander	0	00.00%
Black	44	40.74%
White	46	42.59%
Hispanic/Latino	<u>17</u>	<u>15.74%</u>

Total: 108 100.00%

Brenham Police Department

Moving Traffic Violation

Alaska Native/American Indian	52	01.19%
Asian/Pacific Islander	114	02.62%
Black	1103	25.30%
White	2421	55.54%
Hispanic/Latino	<u>669</u>	<u>15.35%</u>

Total: 4359 100.00%

Vehicle Traffic Violation

Alaska Native/American Indian	11	00.80%
Asian/Pacific Islander	16	01.16%
Black	493	35.70%
White	543	39.31%
Hispanic/Latino	<u>318</u>	<u>23.03%</u>

Total: 1381 100.00%

Total for all reason for stop: 6660

Was a search conducted: YES

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	2	01.63%
Black	59	47.96%
White	35	28.46%
Hispanic/Latino	<u>27</u>	<u>21.95%</u>

Total: 123 100.00%

Was a search conducted: NO

Alaska Native/American Indian	69	01.06%
Asian/Pacific Islander	138	02.11%
Black	1818	27.81%
White	3363	51.45%
Hispanic/Latino	<u>1149</u>	<u>17.57%</u>

Total: 6537 100.00%

Total for searches conducted and not conducted: 6660

Brenham Police Department

Reason for Search

Consent

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	04.14%
Black	6	25.01%
White	9	37.51%
Hispanic/Latino	<u>8</u>	<u>33.34%</u>

Total: 24 100.00%

Contraband

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	2	100.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 2 100.00%

Probable Cause

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	01.11%
Black	51	56.67%
White	21	23.33%
Hispanic/Latino	<u>17</u>	<u>18.89%</u>

Total: 90 100.00%

Inventory

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	3	75.00%
Hispanic/Latino	<u>1</u>	<u>25.00%</u>

Total: 4 100.00%

Incident to arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	2	66.67%
Hispanic/Latino	<u>1</u>	<u>33.33%</u>

Total: 3 100.00%

Total for searches conducted: 123

Brenham Police Department

Was contraband discovered

Yes

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	2	02.25%
Black	43	48.32%
White	26	29.21%
Hispanic/Latino	<u>18</u>	<u>20.22%</u>

Total: 89 100.00%

No

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	16	47.06%
White	10	29.41%
Hispanic/Latino	<u>8</u>	<u>23.53%</u>

Total: 34 100.00%

Total of contraband discovered and not discovered: 123

Description of contraband

Drugs

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	01.30%
Black	40	51.95%
White	22	28.57%
Hispanic/Latino	<u>14</u>	<u>18.18%</u>

Total: 77 100.00%

Weapons

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	<u>1</u>	<u>100.00%</u>

Total: 1 100.00%

Currency

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	100.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 1 100.00%

Brenham Police Department

Alcohol

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	1	50.00%
Hispanic/Latino	<u>1</u>	<u>50.00%</u>

Total: 2 100.00%

Stolen Property

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 0 00.00%

Other

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	3	37.50%
White	3	37.50%
Hispanic/Latino	<u>2</u>	<u>25.00%</u>

Total: 8 100.00%

Result of Stop

Verbal Warning

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 0 100.00%

Written Warning

Alaska Native/American Indian	34	00.87%
Asian/Pacific Islander	56	01.43%
Black	1110	28.31%
White	2118	54.01%
Hispanic/Latino	<u>603</u>	<u>15.38%</u>

Total: 3921 100.00%

Brenham Police Department

Citation

Alaska Native/American Indian	35	01.29%
Asian/Pacific Islander	84	03.11%
Black	752	27.81%
White	1273	47.08%
Hispanic/Latino	<u>560</u>	<u>20.71%</u>

Total: 2704 100.00%

Written Warning and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	6	40.00%
White	3	20.00%
Hispanic/Latino	<u>6</u>	<u>40.00%</u>

Total: 15 100.00%

Citation and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	4	44.45%
White	3	33.33%
Hispanic/Latino	<u>2</u>	<u>22.22%</u>

Total: 9 100.00%

Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	4	36.36%
White	2	18.18%
Hispanic/Latino	<u>5</u>	<u>45.46%</u>

Total: 11 100.00%

Total for all result of stop: 6660

Arrest based on

Violation of Penal Code

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	12	42.85%
White	5	17.86%
Hispanic/Latino	<u>11</u>	<u>39.29%</u>

Total: 28 100.00%

Brenham Police Department

Violation of Traffic Law

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	33.33%
White	1	33.33%
Hispanic/Latino	<u>1</u>	<u>33.33%</u>

Total: 3 99.99%

Violation of City Ordinance

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total: 0 00.00%

Outstanding Warrant

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	25.00%
White	2	50.00%
Hispanic/Latino	<u>1</u>	<u>25.00%</u>

Total: 4 100.00%

Was Physical Force Used Resulting in Bodily Injury:

Yes

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	0	00.00%
White	1	100.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total:1 100.00%

No

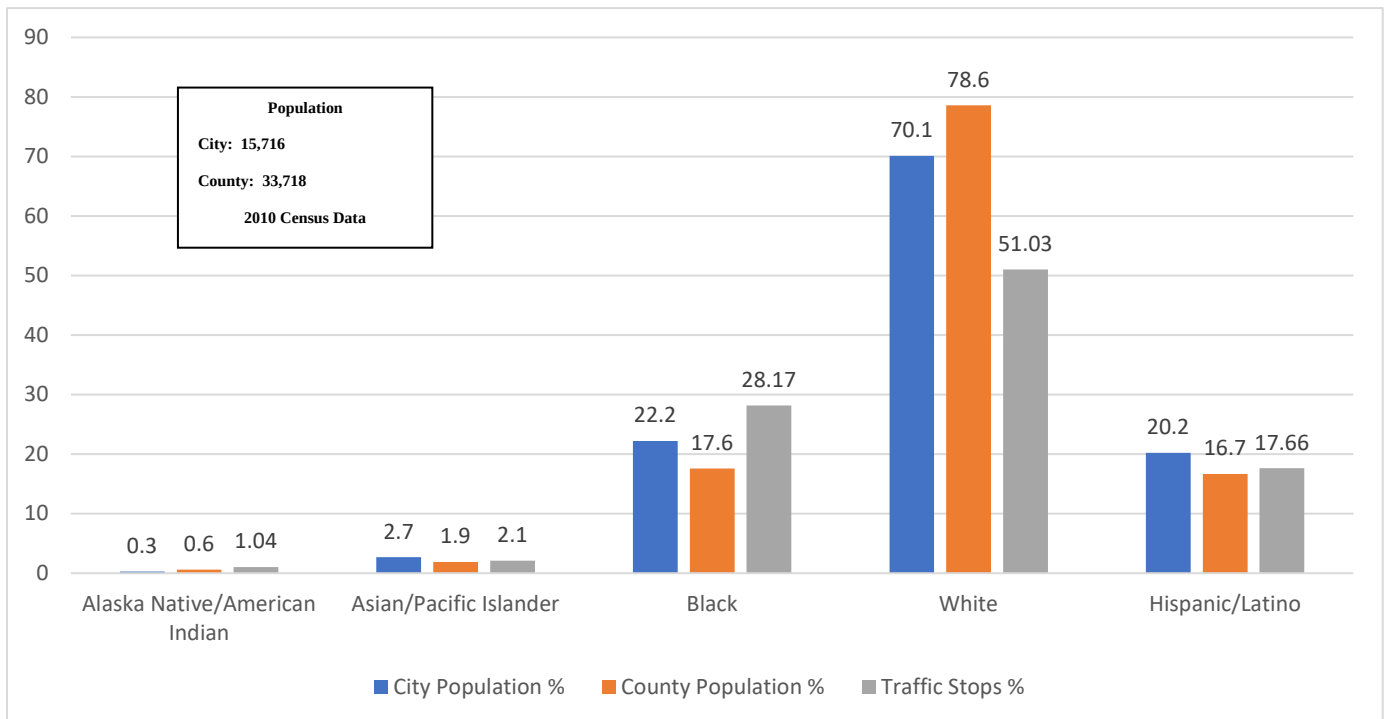
Alaska Native/American Indian	69	01.04%
Asian/Pacific Islander	140	02.10%
Black	1876	28.17%
White	3398	51.03%
Hispanic/Latino	<u>1176</u>	<u>17.66%</u>

Total: 6659 100.00%

Brenham Police Department

Total Number of Racial Profiling Complaints: 0

Comparative Analysis 2020



The demographic (population comparison City Population %, County Population %, Traffic Stops %) breakdown of the population in and around Washington County should be considered as well. Brenham is the county seat of Washington County and the hub of activity and trade. A very large number of traffic stops are made on individuals that do not reside in Brenham or Washington County. Blinn College also brings in a significant population of different demographics at different times throughout the year. This city experiences many commuters because of its location between the Houston and the Austin areas. There is no doubt that the area has become more diversified since the last census in 2010.



Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-001 Related to the Mayoral Declaration of Local Disaster Due to A Public Health Emergency Related to the COVID-19 (Coronavirus) Pandemic

Meeting Type: Regular Meeting-March 11, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Regular

SUMMARY STATEMENT:

Due to the recent Executive Order (GA-34) issued by Governor Abbott on March 2, 2021, staff would like to provide Council an opportunity to discuss any revisions to the the current Mayoral Declaration Resolution No. R-21-001 and/or the possibility of rescinding the Resolution in its entirety.

ATTACHMENTS:

- (1) Resolution No. R-21-001
- (2) Governor Abbott's Executive Order GA-34

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

No staff recommendation of action - any possible action will be as discussed by City Council.

RESOLUTION NO. R-21-001

A RESOLUTION PROVIDING FOR CONTINUING THE MAYORAL DECLARATION OF LOCAL DISASTER, AS AMENDED BY THE CITY COUNCIL, DUE TO A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 (CORONAVIRUS) PANDEMIC

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, in each subsequent month, Governor Abbott has issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, on December 6, 2020 Governor Abbott issued a proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Texas; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the CDC has issued guidance designed to mitigate the spread of COVID-19; and

WHEREAS, President Trump has issued Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts designed to help state and local officials when reopening their economies, getting people back to work, and continuing to protect American lives; and

WHEREAS, John W. Hellerstedt, M.D., Commissioner of the Texas Department of State Health Services determined that, as of March 19, 2020, April 18, 2020; May 15, 2020; June 15, 2020; July 15, 2020; August 17, 2020; September 17, 2020; October 16, 2020; November 13, 2020; and December 15, 2020, COVID-19 continues to constitute a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, said state of disaster requires that certain emergency protective measures be taken pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health, pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, the Mayor of the City of Brenham, Texas issued a declaration of a local state of disaster on March 19, 2020; and

WHEREAS, on March 26, 2020 the City Council of the City of Brenham, Texas continued the March 19, 2020 Mayoral declaration of a local state of disaster, as amended, with the adoption of Resolution No. R-20-015; and

WHEREAS, on April 2, 2020 the City Council of the City of Brenham, Texas continued the March 26, 2020 Mayoral declaration of a local state of disaster, as amended (Resolution No. R-20-015), with the adoption of Resolution No. R-20-016; and

WHEREAS, on April 30, 2020 the City Council of the City of Brenham, Texas continued the April 2, 2020 Mayoral declaration of a local state of disaster, as amended (Resolution No. R-20-016), with the adoption of Resolution No. R-20-019; and

WHEREAS, on July 2, 2020 the City Council of the City of Brenham, Texas continued the April 30, 2020 Mayoral declaration of a local state of disaster, as amended (Resolution No. R-20-019), with the adoption of Resolution No. R-20-019-A; and

WHEREAS, on September 17, 2020 the City Council of the City of Brenham, Texas continued the July 2, 2020 Mayoral declaration of a local state of disaster (Resolution No. R-20-019-A) with an amendment suspending the issuance of solicitor permits beginning September 17, 2020 and continuing during the duration of the Disaster Declaration;

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

- SECTION 1.** That a local state of disaster for public health emergency is hereby declared for the City of Brenham, Texas, pursuant to Section 418.108(a) of the Texas Government Code.
- SECTION 2.** That pursuant to Section 418.108(b) of the Texas Government Code the state of disaster for public health emergency shall continue from the date of this declaration, as approved by the City Council of the City of Brenham, Texas in this Resolution, until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.
- SECTION 3.** That pursuant to Section 418.108(c) of the Texas Government Code this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- SECTION 4.** That pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City of Brenham, Texas, emergency management plan, and authorizes the furnishing of aid and assistance under the declaration.

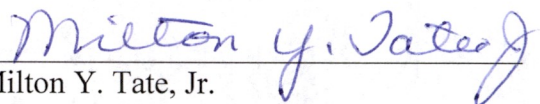
- SECTION 5.** That the City hereby adopts the provisions of Executive Order GA-32 issued by Governor Greg Abbott on October 7, 2020; further, the City hereby adopts the provisions of any prior and/or subsequent Executive Order and Proclamation, as amended, issued by Governor Abbott concerning the COVID-19 pandemic which are applicable to the City of Brenham, Texas. The provisions of GA-32 and all prior and/or subsequent Executive Orders and Proclamations as described in this Section 5, to the extent the provisions of said Executive Orders and Proclamations remain in effect and as they may be amended from time to time, are incorporated herein by reference as if written word for word.
- SECTION 6.** That this declaration shall provide notice that the City of Brenham, Texas will continue providing essential services; however, to the extent deemed necessary by the City Manager, all services, excluding emergency responders (police and fire), may be offered by appointment only. Further, to the extent deemed necessary by the City Manager, all City-operated offices, buildings and workplaces are subject to limited physical access by the public, and the City will inform the public of any preferred communication methods and appointment-setting practices for the various City offices, departments and workplaces. The public is strongly encouraged to make all non-emergency requests for service from the City utilizing telecommunication devices or electronic mail (e-mail).
- SECTION 7.** That individuals may use public parks and open outdoor recreation areas owned/operated by the City, provided the individuals comply with social distancing requirements of six feet (6') (for example, walking, biking, hiking, running or fishing). However, public playgrounds and associated equipment, calisthenics equipment, contact sports, and group sports (for example, but not limited to, football, basketball, baseball, soccer) may increase the spread of COVID-19 and, therefore, may be closed to the extent deemed necessary by the City Manager.
- SECTION 8.** That all individuals are strongly encouraged to wear face coverings in public settings, when around people who don't live in your household, or when unable to remain six feet (6') away from others, and to further observe the face covering and other protocols designed to minimize the transmission and spread of COVID-19 as set forth in all applicable guidance from the Centers for Disease Control and Prevention ("CDC"), the Texas Department of State Health Services ("DSHS"), the Texas Division of Emergency Management ("TDEM"), and the applicable Executive Orders and Proclamations issued by Texas Governor Greg Abbott.

SECTION 9. That pursuant to Sections 418.1015 and 418.016 of the Texas Government Code, because issuance of permits to solicitors, peddlers or itinerant vendors would allow such persons to travel from home to home throughout the City and otherwise come into to contact with the general public and with City residents, possibly spreading COVID-19 and therefore hindering the City's efforts in mitigating the spread of COVID-19 and presenting a danger to the health and safety of the community, the issuance of permits to solicitors, peddlers and itinerant vendors pursuant to Chapter 16, Article I, Code of Ordinances, City of Brenham, Texas is hereby suspended beginning September 17, 2020 and continuing during the term of the CODIV-19 pandemic and declared state of public disaster in the State of Texas.

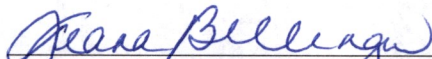
SECTION 10. This Resolution continuing said Mayoral declaration, as amended, shall take effect immediately upon the approval of the City Council of the City of Brenham, Texas, and remain in effect and in full force until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.

RESOLVED, DECLARED and APPROVED this the 7th day of January 2021.




Milton Y. Tate, Jr.
Mayor

ATTEST:


Jeana Bellinger, TRMC, CMC
City Secretary

RESOLUTION NO. R-21-001

A RESOLUTION PROVIDING FOR CONTINUING THE MAYORAL DECLARATION OF LOCAL DISASTER, AS AMENDED BY THE CITY COUNCIL, DUE TO A PUBLIC HEALTH EMERGENCY RELATED TO THE COVID-19 (CORONAVIRUS) PANDEMIC

WHEREAS, the novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

WHEREAS, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, in each subsequent month, Governor Abbott has issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, on December 6, 2020 Governor Abbott issued a proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the state of Texas; and

WHEREAS, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Texas; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has advised that person-to-person contact heightens the risk of COVID-19 transmission; and

WHEREAS, the CDC has issued guidance designed to mitigate the spread of COVID-19; and

WHEREAS, President Trump has issued Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts designed to help state and local officials when reopening their economies, getting people back to work, and continuing to protect American lives; and

WHEREAS, John W. Hellerstedt, M.D., Commissioner of the Texas Department of State Health Services determined that, as of March 19, 2020, April 18, 2020; May 15, 2020; June 15, 2020; July 15, 2020; August 17, 2020; September 17, 2020; October 16, 2020; November 13, 2020; and December 15, 2020, COVID-19 continues to constitute a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, said state of disaster requires that certain emergency protective measures be taken pursuant to the Texas Disaster Act of 1975 relating to Emergency Management and Public Health, pursuant to Chapter 418 of the Texas Government Code; and

WHEREAS, the Mayor of the City of Brenham, Texas issued a declaration of a local state of disaster on March 19, 2020; and

WHEREAS, on March 26, 2020 the City Council of the City of Brenham, Texas continued the March 19, 2020 Mayoral declaration of a local state of disaster, as amended, with the adoption of Resolution No. R-20-015; and

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WHEREAS, on September 17, 2020 the City Council of the City of Brenham, Texas continued the July 2, 2020 Mayoral declaration of a local state of disaster (Resolution No. R-20-019-A) with an amendment suspending the issuance of solicitor permits beginning September 17, 2020 and continuing during the duration of the Disaster Declaration;

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

SECTION 1. That a local state of disaster for public health emergency is hereby declared for the City of Brenham, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

SECTION 2. That pursuant to Section 418.108(b) of the Texas Government Code the state of disaster for public health emergency shall continue from the date of this declaration, as approved by the City Council of the City of Brenham, Texas in this Resolution, until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.

SECTION 3. That pursuant to Section 418.108(c) of the Texas Government Code this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. That pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the City of Brenham, Texas, emergency management plan, and authorizes the furnishing of aid and assistance under the declaration.

- SECTION 5.** That the City hereby adopts the provisions of Executive Order GA-32 issued by Governor Greg Abbott on October 7, 2020; further, the City hereby adopts the provisions of any prior and/or subsequent Executive Order and Proclamation, as amended, issued by Governor Abbott concerning the COVID-19 pandemic which are applicable to the City of Brenham, Texas. The provisions of GA-32 and all prior and/or subsequent Executive Orders and Proclamations as described in this Section 5, to the extent the provisions of said Executive Orders and Proclamations remain in effect and as they may be amended from time to time, are incorporated herein by reference as if written word for word.
- SECTION 6.** That this declaration shall provide notice that the City of Brenham, Texas will continue providing essential services; however, to the extent deemed necessary by the City Manager, all services, excluding emergency responders (police and fire), may be offered by appointment only. Further, to the extent deemed necessary by the City Manager, all City-operated offices, buildings and workplaces are subject to limited physical access by the public, and the City will inform the public of any preferred communication methods and appointment-setting practices for the various City offices, departments and workplaces. The public is strongly encouraged to make all non-emergency requests for service from the City utilizing telecommunication devices or electronic mail (e-mail).
- SECTION 7.** That individuals may use public parks and open outdoor recreation areas owned/operated by the City, provided the individuals comply with social distancing requirements of six feet (6') (for example, walking, biking, hiking, running or fishing). However, public playgrounds and associated equipment, calisthenics equipment, contact sports, and group sports (for example, but not limited to, football, basketball, baseball, soccer) may increase the spread of COVID-19 and, therefore, may be closed to the extent deemed necessary by the City Manager.
- SECTION 8.** That all individuals are strongly encouraged to wear face coverings in public settings, when around people who don't live in your household, or when unable to remain six feet (6') away from others, and to further observe the face covering and other protocols designed to minimize the transmission and spread of COVID-19 as set forth in all applicable guidance from the Centers for Disease Control and Prevention ("CDC"), the Texas Department of State Health Services ("DSHS"), the Texas Division of Emergency Management ("TDEM"), and the applicable Executive Orders and Proclamations issued by Texas Governor Greg Abbott.

SECTION 9. That pursuant to Sections 418.1015 and 418.016 of the Texas Government Code, because issuance of permits to solicitors, peddlers or itinerant vendors would allow such persons to travel from home to home throughout the City and otherwise come into to contact with the general public and with City residents, possibly spreading COVID-19 and therefore hindering the City's efforts in mitigating the spread of COVID-19 and presenting a danger to the health and safety of the community, the issuance of permits to solicitors, peddlers and itinerant vendors pursuant to Chapter 16, Article I, Code of Ordinances, City of Brenham, Texas is hereby suspended beginning September 17, 2020 and continuing during the term of the CODIV-19 pandemic and declared state of public disaster in the State of Texas.

SECTION 10. This Resolution continuing said Mayoral declaration, as amended, shall take effect immediately upon the approval of the City Council of the City of Brenham, Texas, and remain in effect and in full force until modified, amended, rescinded, or superseded by subsequent action of the Mayor or City Council of the City of Brenham, Texas.

RESOLVED, DECLARED and APPROVED this the 7th day of January 2021.



Milton Y. Tate, Jr.
Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeanne Bellinger
Jeanne Bellinger, TRMC, CMC
City Secretary



GOVERNOR GREG ABBOTT

March 2, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-34 relating to the opening of Texas in response to the
COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 2, 2021

EXECUTIVE ORDER GA 34

Relating to the opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating social-distancing restrictions in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I subsequently issued a series of superseding executive orders aiming to achieve the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing restrictions while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, under Executive Order GA-32, in effect since October 14, 2020, most establishments have been able to operate up to at least 75 percent of total occupancy, except in some areas with high hospitalizations as defined in that order, where most establishments have been able to operate up to at least 50 percent of total occupancy; and

WHEREAS, I also issued Executive Order GA-29, regarding the use of face coverings to control the spread of COVID-19, and a series of executive orders, most recently GA-31, limiting certain medical surgeries and procedures; and

WHEREAS, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021

disasters” under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from medical advisors, do hereby order the following on a statewide basis effective at 12:01 a.m. on March 10, 2021:

1. In all counties not in an area with high hospitalizations as defined below:
 - a. there are no COVID-19-related operating limits for any business or other establishment; and
 - b. individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

“Area with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.

2. In any county located in an area with high hospitalizations as defined above:
 - a. there are no state-imposed COVID-19-related operating limits for any business or other establishment;
 - b. there is no state-imposed requirement to wear a face covering; and
 - c. the county judge may use COVID-19-related mitigation strategies; provided, however, that:
 - i. business and other establishments may not be required to operate at less than 50 percent of total occupancy, with no operating limits allowed to be imposed for religious services (including those conducted in churches, congregations, and houses of worship), public and private schools and institutions of higher education, and child-care services;
 - ii. no jurisdiction may impose confinement in jail as a penalty for violating any order issued in response to COVID-19; and
 - iii. no jurisdiction may impose a penalty of any kind for failure to wear a face covering or failure to mandate that customers or employees wear face coverings, except that a legally authorized official may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.
3. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
4. Nothing in this executive order precludes businesses or other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering.
5. Nursing homes, state supported living centers, assisted living facilities, and long-

term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

6. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
7. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
8. Executive Orders GA-17, GA-25, GA-29, and GA-31 are rescinded in their entirety.
9. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.
10. All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Orders GA-17, GA-25, GA-29, GA-31, and GA-32, but does not supersede Executive Orders GA-10 or GA-13. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 2nd
day of March, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

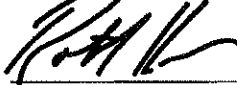
FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

Governor Greg Abbott
March 2, 2021

Executive Order GA-34
Page 4

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon Bid No. 21-004 Related to the Annual Generator Maintenance and Inspection Contract for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 11, 2021

Department: Public Works/Utilities

Staff Contact: Kyle Branham

Classification: Regular

SUMMARY STATEMENT:

On February 12, 2021, the Purchasing Department opened bids related to the Annual Generator Maintenance and Inspection Contract for various City facilities. The previous contract was with Loftin Equipment and expired February 14, 2021.

The services in the bid are for a bi-annual visit to each generator. The first visit details a full service of the unit, which includes oil and filter change, tune-up, complete inspection, and a 2-hour load bank testing of each generator. The second visit, which occurs six (6) months after the first visit, will provide an inspection only of the generator. The City of Brenham will receive full reports on service, load bank tests, and recommended parts/repair of replacements needed following inspection of generators for each trip. The company will also identify maintenance issues needed and provide a service diagnosis with an option to repair. Work on all generators shall be scheduled within a 3-4 business day period to optimize travel expense; any additional trips must be communicated to designated City personnel prior to trip scheduling.

There were nine (9) bids received for review. The bid submitted by Loftin Equipment in the amount of \$11,620 was not the lowest but is considered the best value due to not assessing a trip charge and having a lower labor rate of \$85/hr. on additional trip changes.

Currently we have ten (10) locations that generators that will fall under this contract. This bid was very competitive and was \$490 higher than 2018. The term of the contract is for three (3) years with the option to renew for an additional two (2) years if both parties agree.

ATTACHMENTS:

(1) Bid Tabulation

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve and Award Bid #21-004 to Loftin Equipment related to the Annual Generator Maintenance and Inspection Contract for Various City Facilities and Authorize the Mayor to Execute any Necessary Documentation.



Generator Maintenance and Inspection

21-004 Bid Tabulation

Friday, February 12, 2021

BIDDERS	WPI	Total Energy Solutions	Waterloo Power
TOTAL	\$11,349	\$14,985	\$12,030
TRIP CHARGE	\$120/HR + Mileage	\$195.00	\$100.00
LABOR RATE	\$120.00/HR	\$96.50/HR	\$90.00/HR

BIDDERS	Generators of Houston	AC/DC Synergy Group	Loftin Equipment
TOTAL	\$16,116	\$16,920	\$11,620.00
TRIP CHARGE	\$250.00	\$340.00	N/A
LABOR RATE	\$85.00/HR	\$80.00/HR	\$85.00/HR



Generator Maintenance and Inspection

21-004 Bid Tabulation

Friday, February 12, 2021

BIDDERS	Cummings Southern Plains	LJ POWER	Kentech Inc.
TOTAL	\$19,016	\$12,200	\$12,070
TRIP CHARGE	\$3.00/ Mile for services call (round trip)	\$250.00	\$0.00
LABOR RATE	\$160 Normal Hrs. \$240 After Hrs.	\$95.00/HR	\$95.00/HR

BIDDERS	N/A	N/A	N/A
TOTAL			
TRIP CHARGE			
LABOR RATE			



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-008 Related to the Award of RFQ No. 21-005 for Grant Administration and/or Planning Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture

Meeting Type: Regular Meeting-March 11, 2021

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

Classification: Regular

SUMMARY STATEMENT:

See attached memo Dane Rau, Director of Public Works.

ATTACHMENTS:

- (1) Memo_TxCDBG Admin from D. Rau
- (2) Resolution No. R-21-008

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GC 3. A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment and other public service needs of new development with reinvestment/rehabilitation needs of existing developed areas.

RECOMMENDED ACTION:

Approve Resolution No. _____ related to the Award of RFQ No. 21-005 for Grant Administration and/or Planning Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas through the Texas Department of Agriculture and authorize the Mayor to execute any necessary documentation.



To: Mayor and Council

From: Dane Rau, Director of Public Works

Subject: Discuss and Possibly Act Upon Resolution No. 21-008 Related to the Award of RFP No. 21-005 for Grant Administration and/or Planning Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture (TDA)

Date: March 3, 2021

The Community Development Block Grant (TxCDBG) for Rural Texas's primary objective is to develop viable communities by providing housing and suitable living environments and expanding economic opportunities for low-to-moderate income persons.

The Community Development Fund is the largest fund category in the TxCDBG Program. This fund is available through competition in each of the 24 state planning regions. Although most funds are used for Public Facilities (water/wastewater infrastructure, street, and drainage improvements, and housing activities), there are numerous other activities for which these funds may be used. The Max Award is \$350,000. The application deadline is May 3, 2021.

Eligible Applicants: Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000.

Staff requested proposals from qualified grant administration and/or planning service provider(s) to assist the City in preparing applications for and the overall administration or implementation of the proposed TxCDBG program project(s). Request for Proposal (RFP) timeline below:

Event	Date
Issuance of RFP	Thursday, February 11, 2021
1 st Publication Date	Thursday, February 11, 2021
2 nd Publication Date	Tuesday, February 16, 2021
RFP Questions Deadline (5:00 p.m.)	Wednesday, February 17, 2021
Proposal Submission Deadline (10:00 a.m.)	Extended to Monday, February 22, 2021
City Council Consideration/Award	Thursday, March 4, 2021

A selection committee consisted of three members, including Councilmember Andrew Ebel, Assistant City Manager Donald Reese, and Director of Public Works Dane Rau, reviewed and rated the four proposals received.

After evaluating and scoring the proposals, it was decided that the City of Brenham's best choice was to award the Grant Administration Services to Public Management. Public Management has put together a comprehensive proposal that shows expertise with securing grants for municipalities throughout the Central Texas Region. Their rate schedule was also attractive in that if the grant is not received, the City of Brenham would not financially be obligated for any expenses for grant preparation.

Staff recommends awarding RFP No. 21-005 to Public Management, Inc.

RESOLUTION NO. R-21-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM – 2021/2022 COMMUNITY DEVELOPMENT FUND THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA)

WHEREAS, participation in the Texas Community Development Block Grant Program requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the TDA requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for the professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

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

- Section 1: That Public Management, Inc. is selected to provide application and project-related administration/project delivery services for a 2021/2022 Community Development Fund grant for the City of Brenham.
- Section 2: That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3: That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).
- Section 4: Upon the successful negotiation of a contract with the service provider(s), the Mayor is hereby authorized to execute any and all necessary documentation, including but not limited to a contract with the service provider(s).

RESOLVED this 11th day of March 2021.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-21-009 Related to the Award of RFP No. 21-006 for Engineering/Architecture/Surveying Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture

Meeting Type: Regular Meeting-March 11, 2021

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

Classification: Regular

SUMMARY STATEMENT:

See memo attached from Dane Rau, Director of Public Works.

ATTACHMENTS:

- (1) Memo_TxCDBG Engineering from D. Rau
- (2) Resolution No. R-21-009

RELEVANCE TO COMPREHENSIVE PLAN:

Goal GC 3. A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment and other public service needs of new development with reinvestment/rehabilitation needs of existing developed areas.

RECOMMENDED ACTION:

Approve Resolution No. _____ related to the award of RFP No. 21-006 for Engineering/Architecture/Surveying Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas through the Texas Department of Agriculture and authorize the Mayor to execute any necessary documentation.



To: Mayor and Council

From: Dane Rau, Director of Public Works

Subject: Discuss and Possibly Act Upon Resolution No. 21-009 Related to the Award of RFQ No. 21-006 for Engineering/Architectural/Surveying Services for Qualified Projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas Through the Texas Department of Agriculture (TDA)

Date: March 3, 2021

Staff requested proposals from qualified professional engineering/architectural/surveying service provider(s) to assist the City in its application to implement proposed projects for the Community Development Block Grant (TxCDBG) Program for Rural Texas. Request for Qualification (RFQ) timeline below:

Event	Date
Issuance of RFQ	Thursday, February 11, 2021
1 st Publication Date	Thursday, February 11, 2021
2 nd Publication Date	Tuesday, February 16, 2021
RFQ Questions Deadline (5:00 p.m.)	Monday, February 22, 2021
Proposal Submission Deadline (10:00 a.m.)	Wednesday, February 24, 2021
City Council Consideration/Award	Thursday, March 4, 2021

A selection committee consisted of three members, including Councilmember Andrew Ebel, Assistant City Manager Donald Reese, and Director of Public Works Dane Rau, who reviewed and scored the five proposals received. Proposals were rated based on experience, work performance, and capacity to perform. After evaluating, the committee unanimously selected Strand Associates, Inc. The Statement of Qualifications (SOQ) provided by Strand Associates demonstrated their ability to provide the City with superlative engineering, architectural, and surveying services for drainage and road construction-related projects. Stand Associates offers a highly qualified and available team to assist the City in completing these projects along with the following features:

- First-hand knowledge of the Brenham area site conditions obtained through decades of service to the City provides essential value to this project

- Record proven performance with the application, plan development, design, and construction-phase services for similar projects
- Extensive application, design, and contract administration experience on many federally funded projects (including TxCDBG)

Staff recommends awarding RFQ No. 20-006 to Stand Associates, Inc.

If received, the grant will cover drainage and road improvements on the northeast side of town, particularly off Old Chappell Hill Road.

RESOLUTION NO. R-21-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM – 2021/2022 COMMUNITY DEVELOPMENT FUND THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA)

WHEREAS, participation in the Texas Community Development Block Grant Program grant requires implementation by professionals experienced in the engineering of federally-funded projects and creation of design and construction documents; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the Texas Department of Agriculture requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

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

- Section 1: That Strand Associates, Inc. is selected to provide application and project-related engineering and design services for the 2021/2022 Community Development Fund Program.
- Section 2: That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon Program requirements and rules.
- Section 3: That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).
- Section 4: Upon the successful negotiation of a contract with the service provider(s), the Mayor is hereby authorized to execute any and all necessary documentation, including but not limited to a contract with the service provider(s).

RESOVED this 11th day of March 2021.

ATTEST:

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Electronic Payment Processing Agreement Between the City of Brenham and VeriCheck, Inc. for Services Related to the Electronic Payment and Collection of Hotel Occupancy Taxes and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 11, 2021

Department: Administration

Staff Contact: Jeana Bellinger

Classification: Regular

SUMMARY STATEMENT:

In November, 2020 the City Council approved an agreement with MuniREVS, Inc. for the collection of hotel occupancy tax payments through their division LodgingREVS which offers compliance monitoring for hotels and short term rentals. This agreement with VeriCheck is the final step in setting up on-line HOT payments for our hoteliers. Once this agreement is finalized, VeriCheck will be the ACH portal in which hotels and B&B owners can pay their HOT taxes online.

ATTACHMENTS:

(1) Merchant Agreement

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

Approve an Electronic Payment Processing Agreement between the City of Brenham and VeriCheck, Inc. for services related to the electronic payment and collection of hotel occupancy taxes and authorize the Mayor to execute any necessary documentation.

Merchant Application and ACH Origination Agreement Terms & Conditions

In order to apply for an ACH merchant account, please complete this Merchant Application and ACH Origination Agreement Terms & Conditions form.

Once completed, please print, sign and date, and return to your VeriCheck sales representative.

- *If you are not working with a VeriCheck sales representative, you may email your completed application and supporting documents to **applications@verichex.net** (please add the words "ZIX ENCRYPT" to the subject to make email secure).*

Along with your completed application, please submit the following supporting documents:

- **Copy of a valid Drivers License**
 - *Must match signer*
- **Voided Check or Bank Letter**
 - *Bank letter must be on bank letterhead and include your business name, account and routing number, and the bank representatives contact information*
- **Sample Authorization Form**

If you are requesting more than \$25,000 in monthly processing volume, please also include a copy of your most recent bank statement.

Additional documentation will be requested, as needed.

Please be sure to retain a copy of this Application and Agreement for your own records.

Thank you for your business!



Electronic Payment Processing

Application

Please complete the application by typing in each cell. Please note that there are two sets of signatures required.
Any missing information may delay the timely processing of your request.

ISO Use Only					
ISO Name and Number #		Agent Name and Number #		Source of Lead	
Business Information					
Legal Business Name (Owner's Personal Name if Sole Proprietor)				DBA	
				Business Start Date	
Business Type: ☐ Individual/Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Non-Profit ☐ Public/Government					
EIN (or SSN if sole proprietor)		Business Phone Number		Customer Support Phone Number	
				Hours of Operation	
Business Physical Address, City, State, Zip					
Mailing Address, City, State, Zip					
Website					
Will the website indicated above be used to obtain authorization for payments? ☐ No ☐ Yes					
Contact Information					
Contact Name		Telephone (☐ Text Enabled)		Email Address	
Ownership Information					
Please list at least one corporate officer, as well as all owners with 25% or greater ownership in the company.					
Owner/Officer Name		Owner/Officer Title		Ownership Percentage %	
Social Security Number		Date of Birth		Driver's License or Identification Number	
				State	
Physical Home Address, City, State, Zip				Home or Mobile Telephone (☐ Text Enabled)	
Owner/Officer Name		Owner/Officer Title		Ownership Percentage %	
Social Security Number		Date of Birth		Driver's License or Identification Number	
				State	
Physical Home Address, City, State, Zip				Home or Mobile Telephone (☐ Text Enabled)	
Owner/Officer Name		Owner/Officer Title		Ownership Percentage %	
Social Security Number		Date of Birth		Driver's License or Identification Number	
				State	
Physical Home Address, City, State, Zip				Home or Mobile Telephone (☐ Text Enabled)	
Owner/Officer Name		Owner/Officer Title		Ownership Percentage %	
Social Security Number		Date of Birth		Driver's License or Identification Number	
				State	
Physical Home Address, City, State, Zip				Home or Mobile Telephone (☐ Text Enabled)	

Product Information				
Detailed Description of Products or Services Offered				
Sales Profile (Please mark all that apply and estimate the percentage of sales in each category – must add up to 100%)				
☐ Retail (Face to Face) %	☐ Internet %	☐ Mail/Telephone %	☐ Other %	
Customer Profile (Please mark all that apply and estimate the percentage of sales in each category – must add up to 100%)				
☐ Consumer %	☐ Business %	☐ Government %		
What methods will be used to obtain authorization before payments are initiated? Please provide detailed response:				
How long after charging the customer is the product fulfilled or does the service begin? ☐ 24 Hours ☐ 48 Hours ☐ 3 – 5 Days ☐ 7 – 14 Days ☐ 15 – 30 Days ☐ 31 – 90 Days ☐ 90 Days +				
Do you offer time-extended services, such as subscriptions, memberships, warranties, etc.? ☐ Yes ☐ No If Yes, please specify the duration of the extended service:				
Processing Information				
Company understands and accepts full responsibility for all transactions originated through VeriCheck. Fraud Prevention is the sole responsibility of the Merchant.		Anticipated Start Date:		
Are you currently processing? ☐ Yes ☐ No		Processor Name: Reason for leaving:		
Have you ever been terminated by a processor? ☐ Yes ☐ No If Yes, please provide an explanation:				
Indicate the anticipated Standard Entry Class (SEC) Code(s) you will be using: ☐ POP (Point of Purchase check conversion)				
☐ ARC (Accounts Receivable check conversion) ☐ CCD (Business Account – Signed Auth) ☐ TEL (Telephone Authorization)				
☐ BOC (Back Office check conversion) ☐ PPD (Personal Account – Signed Auth) ☐ WEB (Internet or Website Authorization)				
Software/Gateway Type ☐ USAePay ☐ NMI ☐ API ☐ Other:			Who will set up gateway? ☐ ISO ☐ VeriCheck	
☐ ACH Debit Origination (Obtaining payment for monies owed to you)				
Monthly Transaction Count	Monthly Transaction Amount \$	High Ticket Amount \$	Average Ticket Amount \$	
☐ ACH Credit Origination (Sending payments you owe to others)				
By checking this box and complete the limits below, I authorize VeriCheck to debit our account(s) for all funds initiated for credit origination. I understand and accept full responsibility for all credit originations submitted to VeriCheck. Fraud prevention is solely our responsibility. Transactions will not be funded to the receiving account until cleared funds have been received from our account.				
Monthly Transaction Count	Monthly Transaction Amount \$	High Ticket Amount \$	Average Ticket Amount \$	
Bank Information				
Name on Account	Account Type ☐ Personal Checking ☐ Personal Savings ☐ Business Checking ☐ Business Savings			
Bank Name	Branch Phone Number	Branch Address		
Settlement Bank Routing (ABA/Transit) Number		Settlement Bank Account Number		
Billing Bank Routing (ABA/Transit) Number (optional)		Billing Bank Account Number (optional)		
Fee Schedule				
Application Fee	Per Transaction Fee \$	Settlement Fee \$	Regular Return Fee \$	Unauthorized Return Fee \$
Statement Fee \$	Monthly Minimum \$	Base Discount Rate (Applied to all volume) %	High Ticket Discount Rate for Transactions > \$ (Applies in addition to Base Discount Rate, if present) + %	
Origination Agreement and Certification of Beneficial Ownership (Signature Required)				
<u>Origination Agreement</u> The person signing this Application on behalf of the Company identified herein acknowledges that he or she is authorized to enter into this Membership Application and Service Agreement ("Agreement"), that he or she has downloaded, read and understands the Terms and Conditions of the Agreement (Version 4.0 dated 2/14/2020), which are incorporated by reference herein, and that the Company agrees to be bound by the Agreement and that all the information in this Application is true and correct and may be relied upon by VeriCheck, Inc. Additionally, Company authorizes VeriCheck to make business and personal credit inquiries from time to time.				

Certification of Beneficial Ownership

By signing below, I attest that I have accurately provided the name, ~~address, date of birth and Social Security Number (SSN)~~ for the following individuals (i.e. the beneficial owners):

- (i) ~~Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and~~
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate.

Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date

Personal Guaranty (Signature Required)

~~By signing below, each individual ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to VeriCheck, Inc. ("VCI") and VCI's Originating Depository Financial Institution ("ODFI") the prompt payment and full and complete performance of all obligations of the Company identified in this Agreement, as the same may be amended from time to time, including, without limitation, all promises and covenants of the Company, and all amounts payable by the Company under the Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorneys' fees and court costs. This is a Guaranty of payment and not of collection. Each Guarantor agrees that his or her liability under this guaranty is absolute and will not be limited or canceled because: (1) the Agreement cannot be enforced against the Company for any reason, including, without limitation, bankruptcy proceedings; (2) VeriCheck, Inc. agrees to changes or modifications to the Agreement, with or without notice to Guarantor; (3) VeriCheck, Inc. releases any other Guarantor from any obligation under the Agreement; (4) any law, regulation, or order of any public authority affects the rights of either VeriCheck, Inc. or the Company under the Agreement; and/or (5) anything else happens that may affect the rights of VeriCheck, Inc. against the Company or any other Guarantor. Each Guarantor further agrees that: (a) VeriCheck, Inc. may delay enforcing any of its rights under this Guaranty without losing such rights and hereby waives any applicable statute of limitations; (b) VeriCheck, Inc. can demand payment from such Guarantor without first seeking payment from the Company or any other Guarantor or from any security held by VeriCheck, Inc.; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by VeriCheck, Inc. in connection with the enforcement of the Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.~~

Owner/Officer #1 Name	Owner/Officer #1 Title	Signature and Date
Owner/Officer #2 Name	Owner/Officer #2 Title	Signature and Date

VeriCheck Use Only

Date Received	Status ☐ Approved ☐ Declined		
Approved By (Name and Signature)	Declined By (Name and Signature)	Date	



ACH Origination Terms and Conditions

These Terms and Conditions ("Terms and Conditions"), which are incorporated by reference into and form part of the signed Membership Application and Service Agreement ("Application,") altogether the "Agreement") is entered into between VeriCheck, Inc. ("VCI" or "PROCESSOR") and the company identified on the signed Application ("CUSTOMER"). PROCESSOR, in conjunction with an Originating Depository Financial Institution ("ODFI") performs authorization, processing, and settlement services for CUSTOMER originating transactions through the ACH network. PROCESSOR will provide these services to CUSTOMER, for the purpose specified herein, but only if CUSTOMER agrees to abide by the terms and conditions set forth below. In consideration of the mutual covenants and agreements set forth herein, PROCESSOR and CUSTOMER agree as follows:

ACH SETTLEMENT.

1.1. Settlement Process and Timing. CUSTOMER wishes to initiate debit and credit entries pursuant to the terms of this Agreement and the operating rules and guidelines of the National Automated Clearing House Association ("NACHA") and any ACH Operator (the "Rules"), and applicable foreign, federal, state, and local laws and regulations, as the same may be amended from time to time ("Laws") and in compliance with all applicable requirements of the ODFI and any applicable Federal, state or banking regulatory authority ("Agency"). PROCESSOR will only settle CUSTOMER's transactions. Promptly after presentment of transaction records pursuant to this Agreement and in conformance with PROCESSOR's Operating Guide, PROCESSOR will initiate a transfer of the applicable settlement funds to CUSTOMER within 48 hours after processing the applicable transactions in one of the following ways: (i) Direct Settlement Account. If CUSTOMER maintains a settlement account at a financial institution with which PROCESSOR has arrangements permitting direct payment of settlement funds (a "Settlement Account"), PROCESSOR will initiate a transfer of such applicable settlement funds through a credit to the Settlement Account. (ii) Automated Clearing House Credit. If CUSTOMER receives payment of settlement funds through automated clearing house credit, PROCESSOR will initiate a transfer of such applicable settlement funds through ACH to CUSTOMER's Settlement Account. Notwithstanding the foregoing, PROCESSOR reserves the right, at its sole and absolute discretion, to adjust the settlement cycle based upon account performance and changes in estimated credit exposure.

1.2. Netting. All daily settlements to CUSTOMER for transactions will be net of credits/refunds, adjustments, applicable discount fees when due, Chargebacks, and any other amounts then due from CUSTOMER to PROCESSOR.

1.3. Provisional Credits. All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to, among other things, PROCESSOR's final audit, Chargebacks (including PROCESSOR's related losses), fees, and fines imposed by NACHA or any other third party arising out of transactions initiated by CUSTOMER. CUSTOMER agrees that PROCESSOR may debit or credit CUSTOMER's Settlement Account for any deficiencies, overages, fees, and pending Chargebacks, or may deduct such amounts from settlement funds due to CUSTOMER. Alternatively, PROCESSOR may elect to invoice CUSTOMER for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

1.4. Returned Entries. PROCESSOR will apply returned Entries to CUSTOMER's account when they are received in accordance with the Rules. CUSTOMER is solely responsible for payment of any and all returned Entries. CUSTOMER acknowledges that PROCESSOR has the right to establish return rate thresholds, which may be changed from time to time. PROCESSOR has the right to immediately suspend processing and terminate this Agreement if returns exceed the established threshold.

1.5. Errors. PROCESSOR will not be liable for any delays in receipt of funds or errors in debit and credit Entries caused by third parties including but not limited to the ACH Operator, the ODFI, the Receiving Depository Financial Institution ("RDFI"), or CUSTOMER's financial institution. CUSTOMER AGREES TO PROMPTLY AND REGULARLY REVIEW ALL ENTRIES AND OTHER COMMUNICATION RECEIVED FROM PROCESSOR AND TO IMMEDIATELY NOTIFY PROCESSOR IF THERE ARE ANY DISCREPANCIES BETWEEN CUSTOMER'S RECORDS AND THOSE PROVIDED BY PROCESSOR, THE ODFI OR CUSTOMER'S BANK, OR WITH RESPECT TO ANY TRANSFER NOT AUTHORIZED BY CUSTOMER. IF CUSTOMER FAILS TO NOTIFY PROCESSOR WITHIN FOURTEEN (14) DAYS OF THE DATE PROCESSOR MAILED OR OTHERWISE PROVIDES A STATEMENT OF ACCOUNT OR OTHER REPORT OF ACTIVITY TO CUSTOMER, THEN CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ALL LOSSES OR OTHER COSTS ASSOCIATED WITH ANY ERRONEOUS OR UNAUTHORIZED TRANSFER OR TRANSACTION.

1.6. Identification. CUSTOMER understands that PROCESSOR may rely solely on identifying numbers provided by CUSTOMER to determine the bank and account of a Receiver even if the numbers identify a bank or account holder different from the one identified by CUSTOMER by name, to the extent allowed by law. CUSTOMER will indemnify PROCESSOR and the ODFI, including their directors, officers, employees, and affiliates, for any claims, demands, losses, liabilities, costs, or expenses suffered or incurred (including attorneys' fees and costs) as a result of an incorrect account or other identification. CUSTOMER's indemnity obligation hereunder shall survive termination of the Agreement.

1.7. Settlement Account. CUSTOMER represents and warrants that the Settlement Account is a demand deposit account which is used primarily for business purposes. CUSTOMER may not designate an account which is used primarily for personal or consumer purposes as its Settlement Account.

1.8. Requalification. PROCESSOR may withhold settlement funds in the event CUSTOMER's processing activity and/or credit profile is no longer consistent with the information which was provided to PROCESSOR at the time PROCESSOR approved CUSTOMER to receive its services. In such event, in addition to any other remedies under this Agreement, PROCESSOR may establish or increase a Reserve Account (as hereinafter defined) pursuant to the terms of this Agreement until PROCESSOR has either re-qualified CUSTOMER based upon its then present processing and credit profile, or until PROCESSOR determines in its sole discretion that the increased risk associated with providing the services to CUSTOMER no longer exists. PROCESSOR may charge CUSTOMER a reasonable fee for such a re-qualification of their processing and credit profile.

2. RESERVE ACCOUNT; SECURITY INTEREST.

2.1. Establishment. CUSTOMER expressly authorizes PROCESSOR to establish a reserve account (the "Reserve Account") pursuant to the terms and conditions set forth in this Agreement. The initial amount of such Reserve Account shall be set by PROCESSOR, in its sole discretion, based upon CUSTOMER's processing history and the anticipated risk of loss to PROCESSOR.

2.2. Funding. The Reserve Account shall be fully funded upon three days' notice to CUSTOMER, provided, however, in the event of fraud, default, or suspected or known financial loss to PROCESSOR, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by PROCESSOR, or ODFI or any of their respective affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to PROCESSOR of a letter of credit; or (iv) if PROCESSOR so agrees, CUSTOMER's pledge to PROCESSOR of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to PROCESSOR and shall be in a form satisfactory to PROCESSOR. In the event of termination

of this Agreement by either CUSTOMER or PROCESSOR, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by PROCESSOR for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with PROCESSOR's potential liability for transactions in accordance with the Rules. CUSTOMER's funds held in a Reserve Account may be held in a commingled Reserve Account for the reserve funds of PROCESSOR's customers, without involvement by an independent escrow agent. If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees, and other charges due from CUSTOMER, or if the funds in the Reserve

Account have been released, CUSTOMER agrees to promptly pay PROCESSOR such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, PROCESSOR may fund such Reserve Account in the manner set forth in this Agreement.

2.3. Security Agreement. To secure CUSTOMER's obligations to PROCESSOR and its affiliates under this Agreement and any other agreement for the provision of related equipment or related services ("Obligations"), CUSTOMER grants to PROCESSOR a lien and security interest in and to any of CUSTOMER's funds pertaining to the transactions contemplated by this Agreement now or hereafter in the possession of PROCESSOR or the ODFI, whether now or hereafter due or to become due to CUSTOMER from PROCESSOR. In addition to any rights granted under applicable law, PROCESSOR is hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on account of CUSTOMER's Obligations, whether such Obligations are liquidated, non liquidated, fixed, contingent, matured, or non matured. CUSTOMER agrees to duly execute and deliver to PROCESSOR such instruments and documents as PROCESSOR may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment, and subordination set forth in this Agreement.

3. CUSTOMER'S REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. All indemnity obligations of CUSTOMER and representations and warranties made by CUSTOMER in this Section 3, and elsewhere in the Agreement, shall survive any expiration or termination of the Agreement and the termination of services provided by PROCESSOR.

3.1. Receiver Authorization. CUSTOMER agrees to obtain authorization from Receivers pursuant to the requirements of the Rules prior to debiting or crediting Receivers' accounts. CUSTOMER must retain the original or a copy of each written authorization of a Receiver, or a readily and accurately reproducible record (as such term is defined in the Rules) evidencing any other form of authorization, for two years from the termination or revocation of the authorization. CUSTOMER represents and warrants with respect to all Entries originated by CUSTOMER and processed by PROCESSOR for CUSTOMER that (1) each Receiver has authorized the debiting and/or crediting of its account, (2) each Entry is for an amount agreed to by the Receiver, and (3) each Entry is in all other respects properly authorized. CUSTOMER, to the extent allowed by law, agrees to indemnify PROCESSOR and the ODFI, including their directors, officers, employees, and affiliates, for any claims, demands, losses, liabilities, costs, or expenses suffered or incurred (including attorneys' fees and costs) relating to, arising out of, or involving any breach of these representations and warranties.

3.2. Compliance. CUSTOMER, including its subsidiaries, predecessors, principals, officers, or managing members, has complied with and shall remain in compliance with all Rules, applicable Laws, and applicable ODFI and Agency requirements, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure to comply. CUSTOMER bears the final responsibility to ensure that CUSTOMER's policies and procedures meet the requirements of the Rules and all applicable Laws. CUSTOMER is encouraged to consult counsel regarding compliance with the Rules and applicable law whenever there is any doubt about compliance. CUSTOMER represents and warrants that all Entries originated by CUSTOMER and processed by PROCESSOR for CUSTOMER comply with the Rules and all applicable Laws, including without limitation the following: 1) FTC Act (15 U.S.C. §§ 41, et seq.); 2) TSR (16 C.F.R. 310, et seq.); 3) Electronic Fund Transfer Act (15 U.S.C. §§ 1601, et seq.) and Regulation E (12 C.F.R. 205, et seq.), if applicable;

4) Uniform Commercial Code Article 4-A, if applicable; 5) Federal Reserve Board Regulation J, if applicable; 6) the rules and sanctions laws of the Office of Foreign Assets and Control ("OFAC"); 7) Unlawful Internet Gambling Enforcement Act (31 U.S.C. §§ 5361, et seq.) and accompanying regulations (12 C.F.R. 233; 31 C.F.R. 132); 8) PACT Act (15 U.S.C. §§ 376, et seq., Jenkins Act (15 U.S.C. §§ 375, et seq. and accompanying regulations; 9) Title X of the Dodd-Frank Act and accompanying regulations; and (10) all applicable foreign, state, and local laws and regulations, all as the same may be amended from time to time. CUSTOMER further represents and warrants that it shall not originate any Entries that constitute (i) improper telemarketing in violation of the TSR or other applicable Rules or applicable Laws; (ii) sales or marketing of advance-fee credit cards in violation of the TSR or other applicable Rules or Laws; (iii) restricted Internet gambling transactions; (iv) unlawful Internet tobacco sales; and/or (v) that violate or are alleged to violate any Rule, applicable Laws, or applicable ODFI or Agency requirement. CUSTOMER represents and warrants that it will not transmit any Entries that violate the laws of the United States, any applicable foreign, state, or local law. CUSTOMER will to the extent allowed by law indemnify PROCESSOR and the ODFI, including their directors, officers, employees, and affiliates, for any claims, demands, losses, liabilities, costs, or expenses suffered or incurred (including attorneys' fees and costs) relating to, arising out of, or involving any breach of these representations and warranties or failure to comply with any of the Rules or applicable Laws, or applicable ODFI or Agency requirement. Without limiting any of its other rights under this Agreement, PROCESSOR may immediately cancel this Agreement if PROCESSOR reasonably believes that CUSTOMER is violating or has previously violated the Rules or applicable Laws or is in breach of these representations and warranties.

3.3. Entries. In addition to all other representations and warranties made in this Agreement, CUSTOMER represents and warrants the following to PROCESSOR and the ODFI; now and as of the time it initiates each Entry:

3.3.1. As to each Credit Entry submitted by CUSTOMER:

- a) Each person shown as the Receiver on an Entry received by PROCESSOR from CUSTOMER has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry;
- b) Such authorization is operative at the time of transmittal or crediting by PROCESSOR as provided herein;
- c) Entries transmitted to PROCESSOR by CUSTOMER are limited to those types of credit Entries set forth on the Application and in the Operating Guide;
- d) The Entry is timely;

- e) The Entry is in conformity with the Rules, applicable Law, and applicable ODFI and Agency requirements;
- f) That, at the time the Entry is transmitted to the ACH Network by PROCESSOR, CUSTOMER does not have actual knowledge of the revocation or termination of the authorization by the Receiver;
- g) That the Receiver's authorization is neither inoperative nor ineffective by operation of law, nor has it been terminated by operation of law;
- h) That CUSTOMER has provided all written disclosures required by the Rules, applicable law, and applicable ODFI or Agency requirements to all consumers on whose behalf PROCESSOR performs any Service;
- i) CUSTOMER will comply with all provisions of the Rules, Laws, and ODFI and Agency requirements applicable to the services provided under this Agreement to CUSTOMER; and
- j) CUSTOMER acknowledges and agrees that all Entries originated as part of a service shall comply with all applicable Laws, including but not limited to, any economic sanctions administered by OFAC and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions.

3.3.2. As to each Debit Entry submitted by CUSTOMER:

- a) The Entry is for a sum due and owing to CUSTOMER from a customer or for a sum specified by a customer to be paid to CUSTOMER;
- b) The Entry is timely;
- c) The Entry is forwarded in accordance with an authorization executed by the Receiver and held by CUSTOMER;
- d) The Entry is in conformity with the Rules, applicable Laws, and applicable ODFI and Agency requirements;
- e) That, at the time the Entry is transmitted to the ACH Network by PROCESSOR, CUSTOMER does not have actual knowledge of the revocation or termination of the authorization by the Receiver;
- f) That the Receiver's authorization is neither inoperative nor ineffective by operation of law, nor has it been terminated by operation of law;
- g) The Entry is of a type of debit Entry specified in the Application and the Operating Guide;
- h) CUSTOMER has complied with the Rules, applicable Laws, and applicable ODFI and Agency requirements pertaining to the Entry;
- i) CUSTOMER shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the RDFI of final settlement for such Entry; and CUSTOMER specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and CUSTOMER shall not be deemed to have paid the Receiver the amount of the Entry;
- j) CUSTOMER will comply with all provisions of the Rules, Laws, and all ODFI and Agency requirements applicable to the services provided to CUSTOMER under this Agreement; and
- k) CUSTOMER acknowledges and agrees that all Entries originated as part of a service shall comply with all Regulations, including but not limited to, any economic sanctions administered by OFAC and shall not act on behalf of, or transmit funds to or from, any party subject to such sanctions.

3.4. Breach of Representations and Warranties. PROCESSOR, in its sole and absolute discretion, has the right to immediately suspend or terminate processing for CUSTOMER and/or this Agreement if PROCESSOR, the ODFI, the ACH Operator, NACHA, or any applicable Agency has evidence that CUSTOMER has breached these representations and warranties, any other representations and warranties made elsewhere in this Agreement, or has initiated any unauthorized Entries. In addition to all other indemnification obligations in this Agreement, CUSTOMER to the extent allowed by law agrees to indemnify, hold harmless, and defend PROCESSOR and the ODFI, including all of their directors, officers, employees, and affiliates, for any claims, losses, liabilities, costs, fines, or expenses suffered or incurred (including attorneys' fees and costs) relating to, arising out of, or involving any actual breach of these representations and warranties, any other representations and warranties made elsewhere in this Agreement, or unauthorized Entries. If CUSTOMER breaches these representations and warranties, any other representations and warranties made elsewhere in this Agreement, or has initiated any unauthorized Entries, CUSTOMER acknowledges that PROCESSOR and/or the ODFI will suffer irreparable harm and the total amount of monetary damages for any injury to any or all of them will be impossible to calculate and therefore are an inadequate remedy at law. Accordingly, PROCESSOR or the ODFI may seek temporary and permanent injunctive relief against CUSTOMER, or exercise any other rights and seek any other remedies to which PROCESSOR, or the ODFI, as applicable, may be entitled to at law, in equity and under this Agreement.

4. Intentionally Left Blank.

5. TERM, TERMINATION, AND FEES.

5.1. Term; Renewal. THE INITIAL TERM OF THIS AGREEMENT SHALL COMMENCE UPON THE EFFECTIVE DATE AND SHALL CONTINUE IN FORCE FOR TWELVE (12) MONTHS. THIS AGREEMENT SHALL RENEW AUTOMATICALLY FOR SUCCESSIVE TWELVE-MONTH PERIODS UNLESS ANY PARTY TERMINATES THIS AGREEMENT BY NOTICE TO THE OTHER, IN WRITING, AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM.

5.2. Immediate Termination for Cause. CUSTOMER agrees that PROCESSOR may discontinue services to CUSTOMER immediately in the event PROCESSOR reasonably believes that CUSTOMER has failed to comply with the rules and regulations set forth in this Agreement, the Operating Guide, and/or the Rules of NACHA, or otherwise breaches any warranty, obligation, or term of this Agreement or applicable Laws or applicable ODFI or Agency requirement, or engaged in a Change in Control (as hereinafter defined) not approved in advance by PROCESSOR, or at the request of an ODFI, the ACH Operator, NACHA, or an Agency.

5.3. Early Termination Fee. N/A

5.4. Fees for Services.

5.4.1. PROCESSOR shall charge CUSTOMER a fee for the services provided herein, which shall be calculated and payable pursuant to the Pricing portion of the Agreement and any additional pricing supplements, which are hereby incorporated by reference herein. CUSTOMER acknowledges that the fees are based upon the qualification of CUSTOMER's transactions for certain reduced interchange fees as set by the applicable third party. If CUSTOMER's transactions fail to qualify for the reduced interchange fees, PROCESSOR shall process such transactions at the higher applicable interchange fees plus an additional 50 basis point (.50%) surcharge applied to the sales that failed to qualify.

5.4.2. In addition to annual fee increases which may be imposed by PROCESSOR and as otherwise set forth in this Agreement, the fees for PROCESSOR's services may be adjusted to reflect increases or decreases in interchange, assessment and other fees or to pass through increases charged by third parties, including for on-line communications. All such adjustments shall be CUSTOMER's responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Association or other party.

5.4.3. The fees for service by PROCESSOR are based upon assumptions associated with the anticipated annual volume and average transaction size for all services and CUSTOMER's method of doing business. If the actual volume or average transaction size are not as expected or if CUSTOMER significantly alters its method of doing business, PROCESSOR may adjust CUSTOMER's discount fee and transaction fees without prior notice.

5.4.4. CUSTOMER agrees to pay PROCESSOR any fees or fines imposed on PROCESSOR by any third party, including any Agency, NACHA, and the ODFI, resulting from Chargebacks, breaches of the Rules or applicable Laws, or with respect to acts or omissions of CUSTOMER.

5.4.5. If CUSTOMER's Unauthorized Returns percentage as calculated by NACHA (using codes R05, R07, R10, R29 and/or R51) for any line of business exceeds the estimated industry Unauthorized Returns percentage, CUSTOMER shall be assessed any applicable handling fees or fines imposed by NACHA as a result of such Unauthorized Returns. In addition to the foregoing, CUSTOMER shall pay PROCESSOR any fee assessed by the ODFI as a result of excessive Unauthorized Returns. Each estimated industry Unauthorized Return percentage is subject to change from time to time by PROCESSOR in order to reflect changes in the industry percentages reported by NACHA.

5.4.6. If CUSTOMER believes any adjustments should be made with respect to CUSTOMER's Settlement Account, CUSTOMER shall notify PROCESSOR in writing within 45 days after any debit or credit is or should have been effected. If CUSTOMER notifies PROCESSOR after such time period, PROCESSOR may, in its discretion, assist CUSTOMER, at CUSTOMER's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties, but PROCESSOR shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by PROCESSOR to assist CUSTOMER in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

5.4.7. CUSTOMER agrees that if a check is paid directly to CUSTOMER by Check Writer that he/she will collect the service fee of \$25.00 or the maximum fees as allowed by the laws of that jurisdiction/state, whichever is the greater of the two. CUSTOMER agrees that a fee of 20% of face value of check will be charged on checks received thirty (30) days after Issuance.

6. NO WARRANTY.

CUSTOMER acknowledges and agrees that PROCESSOR does not have control over the conditions under which CUSTOMER uses the payment processing system, and does not and cannot warrant the results obtained by such use. PROCESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PROCESSING AND/OR PROCESSOR'S SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS OR THE IMPLIED WARRANTIES OF CUSTOMER ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROCESSOR DOES NOT WARRANT THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THE PAYMENT PROCESSING SYSTEM IS PROVIDED FOR USE BY CUSTOMER "AS IS." CUSTOMER FURTHER ACKNOWLEDGES THAT PROCESSOR BEARS NO RESPONSIBILITY FOR CUSTOMER'S WEB SITE(S), POLICIES, OR PROCEDURES. CUSTOMER ACKNOWLEDGES THAT AN AUTHORIZATION FOR PAYMENT IS NEITHER A WARRANTY THAT THE PERSON PRESENTING THE AUTHORIZATION IS THE RIGHTFUL ACCOUNT HOLDER NOR A PROMISE OR GUARANTEE BY PROCESSOR THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO CUSTOMER FOR THE AUTHORIZED TRANSACTION. CUSTOMER ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT REVERSAL OF A PREVIOUSLY AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

7. LIMITATIONS OF LIABILITY. PROCESSOR will be responsible for the performance of services provided hereunder in accordance with the terms of this Agreement and the Rules and applicable Laws. PROCESSOR will not accept responsibility for errors, acts, or failure to act by others (whether directly or indirectly), including but not limited to, financial institutions (including but not limited to the ODFI and RDFI), communication providers, common carriers, or clearing houses through which Entries may be passed and/or originated. PROCESSOR is not responsible for any loss, liability, or delay caused by fires, earthquakes, war, civil disturbances, power surges or failures, acts of governments, labor disputes, negligence, intentional conduct, failures in communication networks, intervening criminal, or tortious acts of third parties who are not within PROCESSOR's control or employ, legal constraints or other events beyond the control of PROCESSOR. PROCESSOR shall not be liable to CUSTOMER for any delays in receipt or transmittal of funds or errors in credit or debit Entries caused by third parties, including without limitation, the Automated Clearing House, any depository financial institution, or any agent of CUSTOMER. IN NO EVENT SHALL PROCESSOR OR ODFI BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHICH CUSTOMER OR ITS CUSTOMERS, AFFILIATES, PARENT COMPANIES, ASSOCIATES, AGENTS, OFFICERS, DIRECTORS, OR EMPLOYEES MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM PROCESSOR'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

8. NO LIABILITY FOR LOSSES. CUSTOMER shall bear all risk of loss, without warranty or recourse to PROCESSOR for the face amount of any transaction submitted to PROCESSOR and any fees or other amounts due PROCESSOR associated with any transaction (including PROCESSOR's actual costs and expenses). CUSTOMER agrees that PROCESSOR is not guaranteeing any consumer sales transactions. It is further agreed that PROCESSOR has no liability for any losses that CUSTOMER may incur as the result of a consumer sales transaction that has been authorized by CUSTOMER using PROCESSOR. It is also agreed that PROCESSOR has no liability for any losses that CUSTOMER may incur as a result of any failure of equipment.

9. AUTHORIZATION. CUSTOMER authorizes the account designated by CUSTOMER on the Application, and any other funds of CUSTOMER in PROCESSOR's direct or indirect control, to be debited and/or credited by PROCESSOR according to the terms of this Agreement and that adjustment Entries may be made to this account to ensure an accurate and balanced accounting of all transactions and to process Chargebacks made to CUSTOMER for ANY reason. CUSTOMER further authorizes PROCESSOR to process electronic funds transfers through the account. This authorization is also applicable for any new account information provided by CUSTOMER at a future date. This authorization shall continue in perpetuity until all obligations to PROCESSOR are met and the authorization shall survive termination of this Agreement and the termination of services provided by PROCESSOR.

10. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

CUSTOMER is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. CUSTOMER has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and legally binding obligations of CUSTOMER and is enforceable in accordance with its terms and conditions. Neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government Agency, or court to which CUSTOMER is subject or any charter of CUSTOMER, or conflict with or create any right to accelerate, terminate, modify, or cancel or require any notice under any other agreement, or other arrangement to which CUSTOMER is a party or by which either is bound. CUSTOMER has provided to PROCESSOR a copy of any and all government or Agency inquiries or complaints regarding CUSTOMER or any of its subsidiaries, predecessors, principals, officers, or managing members. The information, authorizations, documents, reports, financial statements, and other documentation provided by CUSTOMER pursuant to this Agreement are correct, accurate, and complete and do not contain any untrue or misleading statement or fact. CUSTOMER acknowledges receiving notice of the NACHA Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and neither PROCESSOR nor ODFI shall be deemed to have paid the Receiver the amount of the Entry. The representations and warranties made by CUSTOMER in this Agreement, including but not limited to this Section 10, shall survive termination of this Agreement and the termination of services provided by PROCESSOR.

11. PROCESSOR'S REPRESENTATIONS AND WARRANTIES. PROCESSOR is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. PROCESSOR has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and legally binding obligations of PROCESSOR and is enforceable in accordance with its terms and conditions.

12. FINANCIAL AND OTHER INFORMATION.

12.1. Provision of information. CUSTOMER will provide PROCESSOR quarterly financial statements of CUSTOMER within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. CUSTOMER also will provide to PROCESSOR or its officers, agents, accountants, or representatives such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance and ability to comply with the terms and provisions of this Agreement, NACHA Rules, and applicable law as PROCESSOR may reasonably request. CUSTOMER authorizes PROCESSOR to obtain from third parties financial and credit information relating to CUSTOMER in connection with PROCESSOR's determination whether to accept this Agreement and PROCESSOR's continuing evaluation of the financial and credit status of CUSTOMER. Upon request, CUSTOMER shall provide to PROCESSOR or its representatives reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by PROCESSOR.

12.2. Credit Inquiries. A credit report may be made required in connection with the processing of CUSTOMER's Application. CUSTOMER and its principals authorize PROCESSOR, or any credit bureau or any credit reporting agency employed by PROCESSOR or any agents of PROCESSOR to investigate the references provided or any other statements or data obtained from CUSTOMER, or any of the principals of CUSTOMER listed on the Application, for the purpose of entering into this Agreement. CUSTOMER also authorizes PROCESSOR to obtain additional credit reports regarding CUSTOMER and its principals on an annual basis, unless PROCESSOR, in its sole and absolute discretion, determines that it is necessary for PROCESSOR to periodically obtain such credit reports on a more than annual basis, in which case CUSTOMER authorizes PROCESSOR to obtain such additional credit reports on a more frequent basis. Notwithstanding anything in this paragraph, CUSTOMER authorizes PROCESSOR to obtain a credit report regarding CUSTOMER and its principals if CUSTOMER requests increased processing amounts or parameters or if, in the sole discretion of PROCESSOR, there is a material change in the transactional volume of CUSTOMER.

12.3. Notice of Adverse Change or Action.

CUSTOMER will provide PROCESSOR with prompt notice of any material adverse change in its financial condition. Without limiting the foregoing, CUSTOMER will provide PROCESSOR with written notice of any judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of a CUSTOMER's total assets not later than three (3) days after CUSTOMER obtains notice thereof.

13. CONFIDENTIAL INFORMATION. The parties acknowledge that each shall have access to and shall become acquainted with confidential and/or proprietary information and data relating to each other's business. This may include information with respect to operation, sales, marketing, customer lists, and other aspects of each other's business and in connection therewith. Each party agrees not to directly or indirectly disclose such confidential or proprietary information to any firm, person, company, or other entity not a party to this Agreement, except that PROCESSOR may share information with the ODFI and to third parties as permitted under the Rules. CUSTOMER may share information as required by the Texas Public Information Act.

14. SECURITY REQUIREMENTS. CUSTOMER must establish, implement, and update, as appropriate, policies, procedure, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (a) protect the confidentiality and integrity of Protected Information until its destruction; (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (c) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. Such policies, procedures, and systems must include controls that comply with applicable regulatory guidelines on access to all systems used by CUSTOMER to initiate, process, and store Entries.

15. RETENTION OF RECORDS. Except where the Rules proscribe a different document retention period, CUSTOMER must retain legible copies of transaction records and credit vouchers for a period of at least three years from the date of each such transaction. CUSTOMER must submit to PROCESSOR a legible copy of a transaction record or credit voucher within 48 hours of a request by PROCESSOR. Without limiting the foregoing, CUSTOMER shall be responsible for the retrieval of all transaction records and credit vouchers requested by PROCESSOR within the shortest time limits established by the Rules, or as specified in the Operating Guide, this Agreement, or other notice from PROCESSOR. CUSTOMER will not be relieved of its responsibility under the preceding sentence for any deficiencies in check transaction data transmitted or otherwise delivered to PROCESSOR, even though PROCESSOR may agree to capture or produce images of, store and retrieve any such incomplete data on CUSTOMER's behalf.

16. CHANGE IN BANK OR COMPANY INFORMATION; CHANGE IN CONTROL.

16.1. Change of DDA Number (Checking Account). If CUSTOMER desires to change account from that identified on the Application, CUSTOMER must contact its relationship manager or customer service representative at PROCESSOR immediately and to promptly execute any further documents deemed necessary by PROCESSOR to enact a change. CUSTOMER agrees to provide new account information to PROCESSOR at least ten (10) days prior to closing or changing the account.

16.2. Change in Legal Name or Structure. CUSTOMER must contact its relationship manager or customer service representative at PROCESSOR and CUSTOMER will be required to execute a replacement Application and enter into a replacement Agreement.

16.3. Change in Company DBA Name, Address, Telephone, or Fax Number. CUSTOMER must contact a customer service representative at PROCESSOR.

16.4. Change in Control. CUSTOMER will not transfer, sell, merge, or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, or change its basic method of doing business (each of which constitutes a "Change in Control") without providing sufficient notice to PROCESSOR of such intended actions so that if PROCESSOR chooses to terminate this Agreement, the Parties can wind down operations in an orderly manner.

17. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement shall be governed by and construed to be in accordance with all of the laws of the State of Texas. The Parties agree that the sole and exclusive venue for the resolution of disputes between the parties arising out of or related to the Agreement shall be brought in a court of competent jurisdiction in Texas.

18. MEDIATION. Any controversy or claim arising out of or related to this Agreement, shall be submitted to Non-binding Mediation. Such Mediation shall be conducted in good faith and shall result either in settlement or findings of fact by the Mediator. The Parties may not invoke the jurisdiction of the courts unless and or until they have unsuccessfully concluded good faith Mediation. The Mediator chosen shall be agreeable to both Parties under the applicable conditions of Texas law. The parties shall share the cost of Mediation unless the Mediation is unsuccessful. If litigation becomes necessary the losing party shall bear the full costs of Mediation.

19. ATTORNEYS' FEES. N/A

20. FORCE MAJURE. PROCESSOR shall not be responsible for delays, nonperformance, damages, lost profits, or other losses caused directly or indirectly by any act of god, including without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss, failure or interception, incorrect data transmission, or any other event outside the direct control of PROCESSOR.

21. HEADINGS. The Paragraph headings in this Agreement are inserted for purposes of convenience only and shall have no substantive effect.

22. ENTIRE AGREEMENT; NO HANDWRITTEN ALTERATIONS, ADDITIONS, DELETIONS, OR MODIFICATIONS; AMENDMENTS; RULES GOVERN. No representative of PROCESSOR or CUSTOMER may make any alteration, addition, deletion, or modification of this Agreement by marking up a copy of the printed Agreement. This Agreement, together with the Operating Guide and schedules (including any fee schedules) incorporated by reference herein, represents the entire agreement between PROCESSOR and CUSTOMER with respect to the subject matter and supersedes any prior negotiation or agreement, whether written or oral. Except as explicitly set forth herein, the Agreement may only be modified in writing, signed by all parties hereto. PROCESSOR may impose and adjust fees and charges as set forth in this Agreement. From time to time, PROCESSOR may amend operating procedures and processing to conform to updated software or to conform to and comply with any federal, state, or local law or regulation changes or changes to the Rules. Such amendments to operations or procedures, including but not limited to those in the Operating Guide, shall become effective upon CUSTOMER's receipt of notice as provided for by this Agreement, or upon such later date as may be provided in the written notice. Use of the services after receipt of notice of such changes shall constitute evidence of CUSTOMER's acceptance of changes by the parties. No other amendments to this Agreement will be effective unless such changes are reduced to writing and are signed by the duly authorized party or parties to this Agreement.

23. THIRD-PARTY BENEFICIARIES. CUSTOMER and PROCESSOR acknowledge that the ODFI is an express and intended third-party beneficiary to this Agreement and has all the rights under this Agreement as if it were a party thereto, including, without limitation, the right to enforce any terms of the Agreement or assert claims against CUSTOMER for breach of this Agreement. Except with respect to ODFI this Agreement is not for the benefit of any other person or entity. No other person or entity shall have any right against the Processor hereunder.

24. BINDING AGREEMENT; ASSIGNMENT. CUSTOMER may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of the Processor. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

25. NOTICES. All notices between the parties hereto shall be in writing and shall be served by national overnight courier or by certified mail, return receipt requested. All notices shall be deemed received upon receipt or refusal to accept such notice.

26. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such finding shall not affect any other provisions hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision in question.

27. NONWAIVER. The failure or delay on the part of Processor to exercise any right, remedy, power, or privilege hereunder shall not operate as a waiver thereof or give rise to an estoppel nor shall it be construed as an agreement to modify the terms of this Agreement. Nor shall any single or partial exercise of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.

28. COUNTERPARTS; EFFECTIVE DATE. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts are deemed to constitute but one and the same instrument. CUSTOMER acknowledges that it may not receive a countersigned Agreement from PROCESSOR unless such countersigned Agreement is requested by CUSTOMER. All terms and conditions in this Agreement are deemed accepted by CUSTOMER upon PROCESSOR's receipt of the Application executed by CUSTOMER and the terms and conditions in this Agreement are deemed accepted by PROCESSOR upon the commencement of its provision of the services.



Regular City Council
AGENDA ITEM 14.

Agenda Item: Section 551.086 Texas Government Code - Utility Competitive Matters - City of Brenham Gas Utility System - Gas Sales Contract Between WTG Gas Marketing, Inc. and City of Brenham, Texas and Associated Issues

Meeting Type: Regular Meeting-March 11, 2021

Department: Administration

Staff Contact: James Fisher

Classification: Executive Session

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RELEVANCE TO COMPREHENSIVE PLAN:

RECOMMENDED ACTION:

As discussed in Executive Session.