



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 3, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BREHMAN, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Atwood Kenjura**
- 3. Service Recognitions**
 - ♦ **Darrin Roche, Parks Department - 5 Years**
 - ♦ **Kristi Jackson, Finance Department - 10 Years**
 - ♦ **Stephen Nitsche, Street Department - 10 Years**
- 4. Special Recognitions**
 - ♦ **Henderson Park - Texas Recreation and Park Society Lone Star Legacy Park Designation**
 - ♦ **Blue Bell Aquatic Center - Texas Public Pool Council's Agency of The Year and Program of the Year**
 - ♦ **Brenham Police Department Promotion - Richelle Malinowski, Corporal**
- 5. Citizens Comments**

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 17, 2022 Regular City Council Meeting**
- 6-b. Approve Ordinance No. O-22-004 on Its Second Reading Repealing an Order Providing for the Approval of By-Laws for the Airport Advisory Board of the City of Brenham, Texas**
- 6-c. Approve a Ground Space Lease Agreement Between the City of Brenham and RIGA Aviation, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-d. Approve a Request from the Washington County Appraisal District to Retain the Accumulated Funds of \$87,960.00 from FY2020-21 Budget Savings, the City of Brenham's Portion Being \$9,459.22 and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-e. 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 \$94,800.00 Related to the West Alamo Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation**
- 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 \$79,500.00 Related to the Ross Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-g. Approve a Cost Recovery Fee from Terex Utilities, Inc. Through Sourcewell Contract No. 012418-TER in the Amount of \$12,167.00 for the Ford F550 Electric Bucket Truck and Authorize the Mayor To Execute Any Necessary Documentation**
- 6-h. Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$137,113.20, for Tree Trimming Services and Authorize the Mayor to Execute Any Necessary Documentation**
- 6-i. Approve a Noise Variance from Dina Ramirez for a Birthday Party to be Held on March 27, 2022 at the All Sports Building from 5 p.m. to 8 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

7. **Discussion and Presentation of the City of Brenham Police Department's:**
 - a. **2021 Annual Report and Crime Analysis**
 - b. **2021 Racial Profiling Report**
 - c. **2021 Use of Force Report**
 - d. **2021 Pursuit Report**

REGULAR SESSION

8. **Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2021**
9. **Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for Improvements to S. Chappell Hill Street and Martin Luther King Jr. Parkway and Authorize the Mayor to Execute Any Necessary Documentation**
10. **Discuss and Possibly Act Upon Resolution No. R-22-013 Approving the Texas Subdivision and Special District Election and Release Forms Related to the Endo/Par and Teva Global Opioid Litigation Settlements**
11. **Discuss and Possibly Act Upon Resolution No. R-22-014 Adopting New Policies and Procedures of Naming of City Facilities**
12. **Discuss and Possibly Act Upon an Ordinance on its First Reading to Grant a Non-Exclusive Franchise to Maroon Dumpsters, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits 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 salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

Adjourn

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

CERTIFICATION

I certify that a copy of the March 03, 2022 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 the 28th day of February, 2022 at 11:45 AM.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2022 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on February 17, 2022 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 Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Director of Public Works Dane Rau; Director of Finance Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget Officer Debbie Gaffey; Economic Development Director Susan Cates; Legal and Legislative Services Manager Karen Stack; Deputy City Secretary Alyssa Faykus; City Planner Shauna Laauwe; Officer Curtiss Schoen; Public Utilities Director Alton Sommerfield; Dant Lange; Shawn Bolenbarr

Citizens/Others Present:

Brian Fathauer, Amanda Fathauer, Ron Fathauer, Douglass Borchardt, Mary Hensley, Mary Barnes, Amy Warmke, Billy Rogers, Keith Herring, Lindi Braddock, Camaron Pmiatt, Blyss McGinely, Damantha Pietsch, Charles Moser, Karly Donnell, Wanda Majewski, Bruno Majewski, Cherry Fratus, Cindy Brannon, J.R. Johnson, Syndi Brannon, Savannah Gutierrez, DeeAnna Marek, Lauren Sinclair, Robin Scott, Blake Brannon and Shelly Moschak.

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

1. **Call Meeting to Order**
2. **Invocation and Pledges to the US and Texas Flags – Councilmember Shannan Canales**
3. **Proclamations:**
 - Fair Housing Month
4. **Citizens Comments**

No citizen comments were heard.

CONSENT AGENDA

5. Statutory Consent Agenda

- 5-a. **Approve the Minutes from the January 20, 2022 and February 3, 2022 Regular City Council Meetings, the January 24, 2022 Special City Council Meeting, and the January 26, 2022 Workshop Meeting**
- 5-b. **Approve Ordinance No. 22-003 on Its Second Reading Adopting the 2022 Thoroughfare Plan, A supplement to the City of Brenham Comprehensive Plan ‘Historic Past, Bold Future: Plan 2040’**
- 5-c. **Approve the Following:**
 - i. **Resolution No. R-22-004 Authorizing the Submission of a Grant Application to the Office of the Governor, Criminal Justice Division, Criminal Justice Grant Program, FY23, for a Portable Surveillance Kit;**
 - ii. **Resolution No. R-22-005 Authorizing the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, 2022 State Homeland Security Program – LEPTA Projects (SHSP-L), for an ICOR Technology Mini-Caliber Robot**
 - iii. **Resolution No. R-22-006 Authorizing the Submission of a Grant Application to the Office of the Governor, Homeland Security Grants Division, 2022 State Homeland Security Program – Regular Projects (SHSP-R), for a SeekerE MDK Detector**
 - iv. **Resolution No. R-22-007 Authorizing the Submission of a Grant Application to the Office of the Governor, Criminal Justice Division for the Rifle Resistant Body armor Grant Program, 2023**
- 5-d. **Approve Resolution No. R-22-008 Authorizing the Acceptance of a Grant in the Amount of \$66,400.00 from the Texas Parks and Wildlife Department to Participate in the Recreational Trail Grant Program for Improvements to the Nature Trail at Hohlt Park**
- 5-e. **Approve Resolution No. 22-009 Designating Authorized Signatories for Contractual Documents and Documents Requesting Funds Related to the General Land Office (GLO) Community Development Block Grant-Mitigation (CDBG-MIT) Grant Contract**

5-f. Approve Resolution No. R-22-010 Related to the City of Brenham, Texas Participation in Federally Funded General Land Office (GLO) Community Development Block Grant-Mitigation (CDBG-MIT) Projects and Adherence to the Regulations Describer Therein

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 5-a. thru 5-f. 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

6. Public Hearing, Discussion and Possible Action on Resolution No. R-22-011 Providing Support for KGC Development LLC's Submission of an Application to the Texas Department of Housing and Community Affairs Requesting 9% Low Income Housing Tax Credits for The Bluebonnet Development

Mayor Tate began this item by asking Councilmembers to make their comments before the public hearing. All City Councilmembers spoke on the following topics:

- What the housing tax credits are, and how local taxes are not being used for this project.
- Citizen concerns over location, including increased traffic, as well as the proposed development's proximity to Blinn College.
- Citizen concerns of too much subsidized housing in Brenham.
- An identified need for workforce housing from the Residential Needs Assessment

Citizens who addressed the City Council were Brian Fathauer, Douglas R. Borchardt, Amy Warmke, Blake Brannon, Charles Moser, Jeff Majewski, Shelly Moschak, and Neil Krebs. These citizens spoke in opposition to the development and addressed the following concerns:

- Too much subsidized housing in Brenham
- Its proximity to Blinn College
- A possible increase in crime

- People moving into Brenham and bringing poorly behaved children, which would further inundate Brenham ISD behavior problems
- If the development would be approved by the Planning and Zoning Commission with needed rezoning and other related development needs

Citizen Mary Barnes thanked the Councilmembers for their time and expressed her belief that they would make the right decision on this item.

Ina Spokas, Vice President of Development for KGC Companies, LLC, who is overseeing this project, addressed many of the citizen's concerns and asked the Council for their support of this project.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve Resolution No. R-22-011 providing support for KGC Development LLC's submission of an application to the Texas Department of Housing and Community Affairs requesting 9% Low Income Housing Tax Credits for The Bluebonnet Development

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

Mayor Milton Y. Tate, Jr.	No
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	No
Councilmember Adonna Saunders	No
Councilmember Albert Wright	No

WORK SESSION

7. Discussion and Presentation on the City of Brenham Facility Naming Policy

Manager of Legal and Legislative Services Karen Stack presented this item. Stack explained that the City has never had a policy for the naming of City-owned facilities; however, the with many naming opportunities potentially arising as the Brenham Family Park is developed, staff felt it was a good opportunity to implement a naming policy.

Stack explained that as the policy is currently written, proposed names would need to satisfy one of the six following criteria:

- 1) Be descriptive of the Facility or its location.
- 2) Commemorate historical events, groups or individuals.
- 3) Honor an individual's community service or contribution to the Facility's interest or purpose.
- 4) Have historical, social, or cultural significance.

- 5) Have already been commonly used in an unofficial capacity by citizens.
- 6) Recognizes a significant donation for the acquisition or construction of the Facility to be named.

Stack then provided the Council with the following information:

- Defined:
 - o Significant donation
 - o Facilities
 - o Amenities
 - o Features
- Naming Procedures for Facilities
- Overview of the Naming Rights Agreement for facilities, amenities and features

There being no recommended changes to the Policy by the City Council, Stack advised that this Policy would be brought back at the next meeting for adoption.

REGULAR SESSION

8. Discuss and Possibly Act Upon Rejection of All Bids Submitted in Response to Bid No. 2021-04 Related to Hohlt Park and Henderson Park Pedestrian Bridge Rehabilitation and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Manager Shawn Bolenbarr presented this item. Bolenbarr explained that only one bid was received from TMI Coatings of Saint Paul, Minnesota at \$198,000.00 for repainting the pedestrian walk bridges at Hohlt Park and Henderson Park.

Bolenbarr stated that since the bid is considerably over budget, staff recommends the bid be rejected so that they can work with Stand Engineering to look at alternative scopes of work that may help get the project costs down.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Kenjura to reject all bids submitted in response to Bid No. 2021-04 related to Hohlt Park and Henderson Park pedestrian bridge rehabilitation 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 Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon Resolution No. R-22-012 Repealing Resolution No. R-82-010 Authorizing the Creation of the Brenham Airport Advisory Association and Associated Issues

City Secretary Jeana Bellinger presented this item. Bellinger stated that due to the City Council's decision to disband the Airport Advisory Board, the city needed to repeal Resolution No. R-82-010 authorizing the creation of the Brenham Airport Advisory Association, in order to clean up the historical records.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve Resolution No. R-22-012 repealing Resolution No. R-82-010 authorizing the creation of the Brenham Airport Advisory Association and associated issues.

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

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

10. Discuss and Possibly Act Upon an Ordinance on Its First Reading Repealing an Order Providing for the Approval of By-Laws for the Airport Advisory Board of the City of Brenham, TX

A motion was made by Councilmember Saunders and seconded by Councilmember Cook to approve an Ordinance on its first reading repealing an Order providing for the approval of By-Laws for the Airport Advisory Board of the City of Brenham, Texas.

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

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

11. Administrative/Elected Officials Report

- City Manager Carolyn Miller reported on the following:
 - o Recognized the City's financial team for receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting for the 13th consecutive year.
 - o Reminded City Council about the upcoming Council Retreat on February 21-22 at Morriss Hall.

City Council adjourned into Executive Session at 2:32 p.m.

EXECUTIVE SESSION

12. Texas Government Code Section 551.086 – Texas Government Code – Utility Competitive Matters – City of Brenham Gas Utility System – Gas Supply and Transportation Arrangements and Agreements, And Associated Matters

Council reconvened into Regular Session at 2:49 p.m.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-22-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, REPEALING AN ORDER PROVIDING FOR THE APPROVAL OF BYLAWS FOR THE AIRPORT ADVISORY BOARD OF THE CITY OF BRENHAM, TEXAS AND ORDAINING OTHER RELATED MATTERS:

WHEREAS, the City of Brenham ("City") is a Texas home-rule municipality; and

WHEREAS, as a home-rule municipality, Texas Local Government Code, Section 51.072 confirms that the City has the full power of self-government; and

WHEREAS, the City has created multiple boards and commission in furtherance of the exercise of the City's powers and functions; and

WHEREAS, on July 6, 2000 the City Council approved an Order adopting bylaws for the Airport Advisory Board; and

WHEREAS, on December 16, 2021, the City Council agreed that the Airport Advisory Board should be dissolved;

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

SECTION 1.

The Order adopted by the City Council of the City of Brenham on July 6, 2000 providing for the approval of the bylaws for the Airport Advisory Board is hereby repealed in its entirety.

PASSED and APPROVED on its first reading this the 17th day of February 2022.

PASSED and APPROVED on its second reading this the 3rd day of March 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 6-C.

Agenda Item: Approve a Ground Space Lease Agreement Between the City of Brenham and RIGA Aviation, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Development Services

Staff Contact: Kim Hodde

SUMMARY STATEMENT:

John Startz sold his 3,600 square feet (60'x60') box hangar at 3301 Aviation Way; therefore, a new ground space lease agreement needs to be executed with RIGA Aviation, LLC (Rick Doak). Execution of this new lease agreement will terminate the previous lease agreement with John Startz. Mr. Doak's total lease area will be 11,000 square feet. This lease agreement is the City's standard ground-space lease for \$0.10 cents per square foot and the lease rate may increase up to \$0.02 per square foot in a five-year period as the prevailing rates change. The standard terms for ground space leases is 30-years; therefore, if approved, this lease will terminate on January 1, 2052 unless extended or transferred prior to the termination date. The initial rental rate will be \$1,100 per year.

Staff recommends approval of the proposed lease agreement. Any questions pertaining to the lease may be directed to Kim Hodde or Stephanie Doland.

ATTACHMENTS:

(1) RIGA Aviation Hangar lease agreement with Exhibit A

RECOMMENDED ACTION:

Approve a ground space lease agreement between the City of Brenham and RIGA Aviation, LLC for hangar space at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

LEASE AGREEMENT: CITY OF BRENHAM, TEXAS TO AND WITH RIGA AVIATION, LLC

THE STATE OF TEXAS
COUNTY OF WASHINGTON

This Lease Agreement made and entered into by and between CITY OF BRENHAM, a Texas Municipal Corporation, hereinafter called "Lessor" and RIGA AVIATION, LLC, hereinafter called "Lessee":

WITNESSETH:

Lessor, in consideration of the premises and the covenants and agreements herein undertaken to be kept and performed by Lessee does lease unto said Lessee the following described property situated in Washington County, Texas, to have and to hold all and singular the said premises and improvements thereon, together with the rights, privileges and appurtenances thereunto belonging unto said Lessee under the following terms and provisions:

ARTICLE I – PREMISES AND PRIVILEGES

A. DESCRIPTION OF PREMISES.

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee the premises being an area located on the City of Brenham Municipal Airport, north of the CITY OF BRENHAM, TEXAS and being a space of land located as shown on the attached "EXHIBIT A".

Lessee accepts the premises in their present condition subject to and including all defects and Lessee will, without expense to City, repair and maintain any installations thereon and remove, or cause to be removed, any debris, buildings or improvements to the extent required for Lessee's use thereof.

B. TERM.

The term of said lease is for a period of thirty (30) years commencing January 1, 2022 and terminating January 1, 2052. The rent for the first year shall be ten (\$.10) cents per square foot per year for 11,000 square feet, payable annually on the anniversary hereof. Any rental fee not paid by the tenth of the month is subject to a late fee of five (\$5) dollars. The Lessee acknowledges and agrees that the City reserves the right to adjust the Lease rental rate in an amount not to exceed an increase of two (\$.02) cents per square foot in a five (5) year period.

C. ACCESS.

Upon paying the rental hereunder and performing the requirements of this Lease, Lessee shall have the right of access to and from said premises over such roadway(s), as may be designed for that purpose and the right of access to and from the landing area for airplanes over taxiways and aircraft parking ramps as provided by City at its sole discretion. Said roadway(s), aircraft parking ramps and taxiways shall be used jointly with other airport tenants, but not for the conduct of business of another Lessee's premises and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City Council deems necessary.

D. OBJECTS AND PURPOSES OF LEASE.

Lessee is hereby granted the right and privilege to use the leased area for aviation related activities, being those provided by a Corporate Hangar Operator. Lessee shall have the uses and rights to build a private, corporate hangar to house its own privately-owned aircraft, all of which shall be subject to the terms set forth:

Lessee shall not use the premises for any purposes other than those authorized herein, without the prior written consent of City. Specifically, Lessee will not store fuel, nor do any aircraft maintenance on aircraft other than the aircraft owned or contracted by Lessee.

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, [49 USCA Chapter 471 or successor statute].

E. CITY'S RESERVED RIGHTS.

1. Development. City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Oil, Gas, Mineral Interests. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas, and other mineral interest; leases; or right-of-way easements of any nature that may have been executed heretofore.

City agrees that (1) if it should, as a mineral owner under the premises, develop all or part of the Airport for oil, gas or other mineral purposes, no well will be drilled or other operations conducted on the leased premises, and (2) in the event it should hereafter execute an oil, gas or other mineral lease in favor of a third party covering the Airport area, or a portion thereof, it will cause such lease to contain a provision that the Lessee therein will not conduct any of its drilling or other operations on the land covered by this Lease, or in a manner which would unreasonably interfere with Lessee's use and enjoyment of the premises.

3. Other Contracts. This lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport
4. Other Leases. Nothing herein contained shall limit City with respect to granting of leases to other aviation tenants under other terms as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

F. PROHIBITED USES.

Lessee shall not use or permit the use of any part of the premises in any other manner than set out in Section D of this Lease. Some specific activities prohibited are as follows:

1. Auto rental service.
2. Food sales (except the sale of confections and refreshments prepared and packaged off the leased premises through either coin-operated vending machines or over-the-counter or in the waiting area, and other foods prepared and packaged off the leased premises for food trays for private or charter flights) at the leased premises.
3. Sales of alcoholic beverages at the leased premises, except with City approval.
4. Sales, advertisement, or storage of non-aviation products.
5. Storage, transfer, or sale of fuel.
6. Any sublease which allows further sublease by Lessee's tenant
7. Any use prohibited by law.

G. EXPIRATION.

Upon the expiration of this Lease,

1. The City may purchase building and improvements on the lease area at a fair market value as determined by an Independent Appraiser mutually agreeable to the City and the Lessee, all fees for such appraisal services to be paid by the Lessee, or
2. The City may enter into a new lease agreement for the lease area.

H. DEFAULT.

Any of the following events constitutes default:

1. An act of the Lessee which is in variation with the site plan and is not corrected after 30 days' notice by Lessor to Lessee of said default,
2. The nonperformance by Lessee of any other covenant or condition of this lease which is not cured within thirty (30) days after written notice thereof from Lessor, or
3. The subjection of any of Lessee's property to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

I. LESSOR'S RIGHTS UPON DEFAULT.

On the occurrence of any of the events defined as constituting "default", Lessor may without notice to or demand on Lessee, take possession of the leased property and lease the same or any portion thereof, for such period and such rental, and to such persons, as Lessor shall elect.

J. MORTGAGE OF LEASEHOLD INTEREST.

Lessee shall have the right subject to City Manager approval to place a first mortgage lien upon its leasehold. Any approved lender shall notify City of all action taken by it in the event payments on such loans shall become delinquent.

ARTICLE II – OBLIGATIONS OF LESSEE

A. NET LEASE: MAINTENANCE AND OPERATION.

The use and occupancy of the leased premises by Lessee will be without cost or expense to City. It shall be the sole responsibility of Lessee to construct, maintain, repair and operate the entirety of the leased premises and any improvements and facilities constructed thereon at Lessee's sole cost and expense except as specifically set forth in this article.

Lessee shall maintain the leased premises at all times in a safe, neat, and attractive condition and shall not permit the accumulation of any trash or debris on the premises. Lessee shall repair all damages to said premises caused by its employees, patrons, or its operation thereon; shall maintain and repair all buildings, pavements, equipment, and improvements; and shall repaint the buildings, as necessary. Lessee shall pay all taxes against the property and indemnify City from any tax lien.

City reserves the right to make periodic inspection of leased premises and improvements and equipment therein during normal business hours.

City, in its reasonable discretion, shall be the sole judge of the quality of maintenance that shall uniformly apply to all airport tenants. Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance City deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, City shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

B. ALTERATIONS TO AND CONDITIONS OF PREMISES.

Any change in exterior paint colors shall be subject to the prior written approval of the City of Brenham. Lessee agrees not to construct, install, remove and/or materially modify any of the buildings or premises leased hereunder without prior written approval of the City of Brenham subject to the conditions considered by City to be necessary.

Lessee shall not remove or demolish, in whole or in part, any improvements upon the premises without the prior written consent of City, which may, at its discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

C. TRASH, GARBAGE, LANDSCAPING.

Lessee shall provide a complete and proper arrangement of the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unattractive or unsafe manner, on or about the leased premises, is prohibited.

Lessee shall be responsible for maintaining suitably attractive yard-appearance, as follows: Lessee shall be responsible for groundskeeping and shall screen any outside storage or work areas by the use of an opaque fence or other suitable opaque barrier so that such storage or work areas shall be hidden from public view from the street.

Lessee is specifically responsible for mowing (and to ensure that weed or grass growth is never allowed in excess of that allowed by City weed ordinance requirements) and removal of weeds from around fences and buildings for the area within ten feet of the property shown on the attached Exhibit "A". Lessee is encouraged to provide additional landscaping beyond the minimum required by City to assist in enhancing Airport appearance.

D. SIGNS.

Lessee may not install identifying signs on the leased premises except with the written permission of City Manager.

E. UTILITIES.

Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefor.

F. FIELD USE CHARGES.

Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from field landing fees, nor its guests from fuel flowage fees, as are levied by City or the Fixed Base Operator.

G. PAYMENTS DUE.

Lessee agrees that no payments owed by Lessee of any nature whatsoever to City, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become delinquent or in arrears.

H. COMPLIANCE WITH RULES.

Lessee will comply with any and all federal or state laws, rules and regulations, and all regulations made by the City of Brenham and approved by the City Council.

I. NONDISCRIMINATION/FEDERALLY REQUIRED ASSURANCES.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby agree that “as a covenant running with the land” (1) no person on the grounds of race, color, sex, creed, national origin, or handicapped status shall be excluded from participation in, denied the benefits of , or be otherwise subjected to discrimination in the use of said facilities, or in the construction of any improvements on, or under such land, or the furnishing of services thereof, and (2) that Lessee shall use the premises in compliance with and conduct its operations in accordance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation of 1973 (23 USC 794) and 49 CFR Part 27 and as said regulations may be amended, and that Lessee will comply with such enforcement procedures as the United States might demand that City take.

J. FAA AND OTHER APPROVAL OF USE.

Lessee agrees to secure approval from the Federal Aviation Administration concerning the height and location of all buildings or improvements or modifications thereof which may be constructed or installed on the leased premises and to satisfy any applicable environment or other requirements of federal, state, and local authorities as to noise, smoke, fumes emissions, storm water, or other hazards or potential hazards or other offensive uses, if any, which may occur as a result of Lessee’s operations on the premises.

K. NON-INTERFERENCE WITH OPERATION OF AIRPORT/EASEMENTS.

1. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft at Airport or otherwise constitute a hazard. If Lessee violates this, City reserves the right to enter upon the premises and remove the interference at the expense of the Lessee.
2. City shall maintain and keep in good repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.
3. City shall retain an easement over, above and on the premises in relation to aircraft noise and the utilization of the air space for the purposes of the operation of said Airport.

L. LESSEE AUTHORITY.

The officers of the Lessee which execute this lease represent and promise that they are duly authorized by corporate resolution or other appropriate authorization to execute the same on behalf of Lessee.

ARTICLE III – OTHER CONDITIONS

1. Lessee agrees to pay all public utility charges that may be assessed, including charges for gas, electric, water and any other utility charge.
2. Any holding over by Lessee or his successors, at the expiration or termination of this lease, in whatever manner its termination may be brought about, shall not operate as a renewal of this lease, but during the period of such holding over Lessee shall be a tenant at the will of Lessor.
3. Lessee shall maintain property and casualty insurance in amounts satisfactory with Lessor and shall provide for public liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS in order to protect Lessor against claims arising because of the operation of Lessee. Lessee shall give evidence of insurability. CITY OF BRENHAM, TEXAS shall always be shown as an addition insured. Provided, however, if CITY OF BRENHAM, TEXAS so elects, it may take out said insurance and then prorate said costs to Lessee and any Sublessees on an equitable basis, as determined by CITY OF BRENHAM, TEXAS. The CITY OF BRENHAM reserves the right to require that the amount of any and all types of insurance may be increased upon the CITY OF BRENHAM giving thirty (30) days notice to Lessee or any sublessee.
4. The CITY OF BRENHAM requires that Lessee and users of Lessee's premises shall agree to be bound by all of the regular rules and regulations as may be set out by the F.A.A. as to pilots and their conduct and that they agree to abide by any and all local rules that may be approved by the City Council of the CITY OF BRENHAM, TEXAS, for pilots at the CITY OF BRENHAM MUNICIPAL AIRPORT and as may be adopted by the AIRPORT ADVISORY COMMITTEE of the CITY OF BRENHAM, TEXAS. Lessee shall agree that in the event he is found not to have abided by the rules or does not correct a situation required to be corrected by the City of Brenham, then and in that event, he may lose his privilege to occupy the Hangar that is located on property being leased by the CITY OF BRENHAM, TEXAS.
5. This Lease is governed by the laws of the State of Texas and performable in Washington County, Texas.
6. If any provision herein is held to be invalid in a court of law, the invalidity of such provision shall in no way affect the validity of any other provision.
7. Any notice required herein shall be effective upon mailing to the address described herein by depositing said notice in the mail, certified mail – return receipt requested.

APPROVED this the ____ day of _____, 2022

CITY OF BRENHAM (LESSOR)

Milton Y. Tate, Jr., Mayor
City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059

ATTEST:

Jeana Bellinger, City Secretary

RIGA AVIATION, LLC (LESSEE)



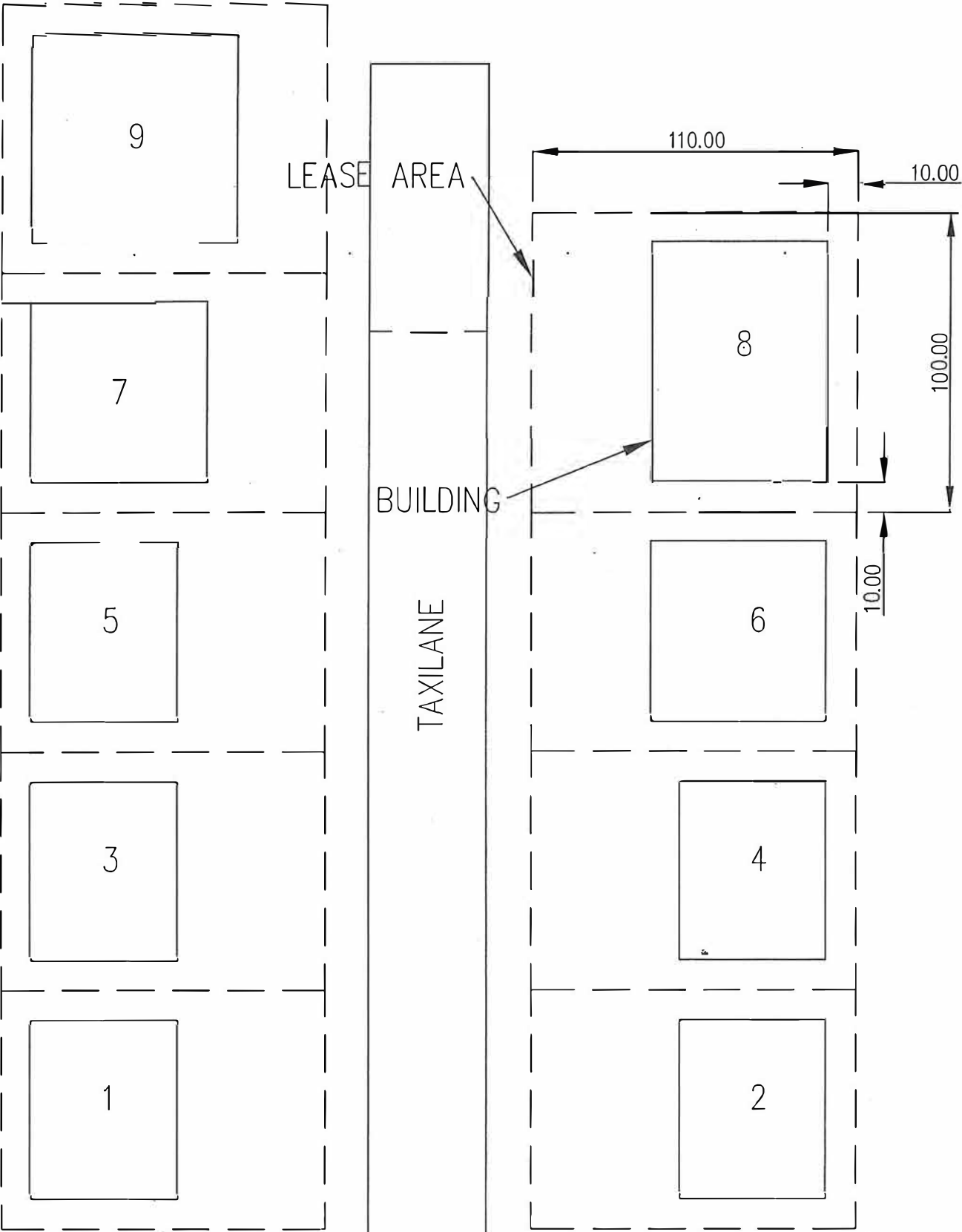
RIGA Aviation, LLC (Rick Doak)

P.O. Box 369

Chappell Hill, Texas 77426

361-243-1040

jrdoak@me.com





Regular City Council
AGENDA ITEM 6-D.

Agenda Item: Approve a Request from the Washington County Appraisal District to Retain the Accumulated Funds of \$87,960.00 from FY2020-21 Budget Savings, the City of Brenham's Portion Being \$9,459.22 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

The Washington County Appraisal District's (WCAD) audited financial statement for the fiscal year ending August 31, 2021 showed budget savings of \$87,960. WCAD is requesting to retain the savings to use for four specific purposes. If approved, the City of Brenham's portion of the funds to be retained would be \$9,459.22.

ATTACHMENTS:

- (1) Transmittal Letter
- (2) Proposed Budget Amendment

RECOMMENDED ACTION:

Staff recommends approval of a request to retain the accumulated funds of \$87,960, with the City of Brenham's portion being \$9,459.22, for four purposes: \$30,000 for building security updates, \$22,960 for fleet replacement, \$20,000 for new collection and appraisal software, and the balance of \$15,000 for boardroom updates and technology.



1301 Niebuhr Street • P.O. Box 681 • Brenham, Texas 77834-0681 • 979-277-3740 • Fax 979-277-3741

February 14, 2022

To: Presiding Officers of Taxing Entity Governing Bodies
Taxing Entity Administrators
Washington CAD Board of Directors

Re: Proposed Budget Amendment

Enclosed in this packet is a proposal for reallocating unused 2020-2021 funds.

The Proposed Budget Amendment lists the proposed uses of those funds. Please do not hesitate to contact me directly if you have any questions or concerns about the proposed budget amendment or any other appraisal district matter.

I can be reached at my direct phone number (979)277-3749 or by email at dwhite2@brenhamk-12.net.

Sincerely,

Dyann White, RPA
Chief Appraiser

WASHINGTON COUNTY APPRAISAL DISTRICT PROPOSED BUDGET AMENDMENT

PURPOSE:

To designate unused funds for proposed uses.

PROCEDURE:

Property Tax Code, Section 6.06(c): The Board may amend the approved budget at any time, but the Secretary of the Board must deliver a written copy of a proposed amendment to the presiding officer of the governing body of each taxing unit participating in the district not later than the 30th day before the date the Board acts on it.

The Board of Directors is scheduled to act on the Proposed Budget Amendment at the **March 22, 2022** regular meeting.

Tax units and/or the taxpayers may mail written opinion(s) and/or comments on the amendment to the Board of Directors, P. O. Box 681, Brenham, TX 77834. Review and discussion of amendment is limited to a formal Board meeting.

PROPOSED ACTIONS:

The Chief Appraiser is requesting that the surplus funds from the 2020-2021 budget be obligated as shown below. The total surplus is \$87,960.

<i>PROPOSE Assigning to Fund Balance as follows:</i>	
Building Security Updates	\$30,000
Fleet Replacement	22,960
New Collection and Appraisal Software	20,000
Boardroom Updates and Technology	15,000
<i>TOTAL</i>	\$87,960

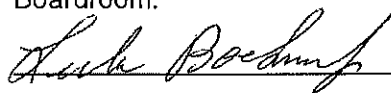
Building Security – Installation of security/bullet-proof glass in collection area

Fleet Replacement – Set aside funds for future purchase of field vehicle. We anticipate adding another appraiser in 1 – 2 years which would require the addition of a vehicle as well.

New Collection and Appraisal Software – At its December meeting, the WCAD Board voted to purchase new appraisal and collection software. These funds would be applied to the cost of the software. WCAD will have just over \$100,000 in fund balance to apply to the cost before the taxing entities are asked to fund the purchase.

Boardroom Updates and Technology – Current property tax law requires the ARB to conduct protest hearings in person, by phone, and by videoconference. The WCAD Boardroom is not equipped with adequate technology to handle phone or videoconference hearings. The funds will be used to purchase digital display screens, a telephone conference system, a document camera, and a presentation stand.

In addition to protest hearings, the WCAD Boardroom is used for training meetings, Board meetings, Ag Advisory Board meetings, and more. These updates will greatly improve the functionality of the Boardroom.

A handwritten signature in cursive script, appearing to read "Lush Boehm", is written over a horizontal line.

Washington CAD Secretary of the Board of Directors

Budget Amendment mailed

02/14/2022 to:

Presiding Officers of Taxing Entity Governing Bodies

Entity Administrators

Board of Directors

WASHINGTON COUNTY APPRAISAL DISTRICT
ESTIMATED 2020-2021 SURPLUS REFUND
\$ 87,960

ENTITY	2020 LEVY	% OF TOTAL LEVY	ESTIMATED REFUND
Blinn College	2,292,593.64	3.25700%	2,864.86
Brenham ISD	\$ 32,724,070.53	46.49200%	\$ 40,894.36
Burton ISD	7,295,647.29	10.36500%	9,117.05
City of Brenham	7,569,645.21	10.75400%	9,459.22
City of Burton	137,007.12	0.19500%	171.52
Giddings ISD	241,119.36	0.34300%	301.71
Oak Hill FWD	171,510.10	0.24400%	214.62
Pecan Glen Road District	NA	NA	NA
Washington County	15,214,477.54	21.61600%	19,013.43
Washington County Fm	4,740,077.51	6.73400%	5,923.23
TOTALS	\$ 70,386,148.30	100.00000%	\$ 87,960.00



Regular City Council
AGENDA ITEM 6-E.

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 \$94,800.00 Related to the West Alamo Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Each year the City of Brenham contracts for an Electrical Feeder Upgrade to replace poles and transformers. The replacing of poles and transformers is necessary to protect the integrity of the City's electrical system. This year W Alamo Project will replace 12 poles and 9 transformers. The project will begin at the railroad track at W Alamo, ending on Seward Street.

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 \$94,800.00; this total is for Labor and Equipment needed to complete the project. The cost of materials is estimated at \$16,500.00 for a total project cost of \$111,300.00.

ATTACHMENTS:

- (1) W Alamo Estimate
- (2) Techline Proposal

RECOMMENDED ACTION:

Approve the 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 \$94,800.00 related to the West Alamo Street Pole Changeouts and authorize the Mayor to execute any necessary documentation.

NON INVENTORY MATERIALS			
MATERIAL	QTY	UNIT COST	COST
			\$0.00
			0.00
			0.00
			0.00
			0.00
			0.00
NON INVENTORY MATERIALS TOTAL			\$0.00

OUTSIDE SERVICES			
TYPE OF WORK	QTY	UNIT COST	COST
	0		\$0.00
			0.00
	0		0.00
			0.00
			0.00
			0.00
			0.00
OUTSIDE SERVICES TOTAL			\$0.00

	LABOR TOTAL	\$91,800.00
	EQUIPMENT TOTAL	0.00
804.20	INVENTORY TOTAL	9,560.00
807.00	INVENTORY TOTAL	6,830.00
	NON INVENTORY TOTAL	0.00
	OUTSIDE SERVICES TOTAL	0.00

TOTAL ESTIMATE	\$108,190.00
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ADDITIONAL REQUIREMENTS	
TYPES OF LOCATES:	
ENGINEERING:	
FIRM	
PREPARED BY:	JASON LANGE
SUPERINTENDENT:	JASON LANGE
Director of Public Utilities	

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 Brenham in the form of the Proposal by Techline Construction, LLC to the City of Brenham dated 01-20-2022 ("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 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.

EXHIBIT C

Proposal by Techline Construction, LLC to the
City of Brenham Dated: 01-20-2022

Techline Construction estimates the total cost of
labor and equipment to complete the project or
projects to be know as Alamo Street

for the City of Brenham .
will be \$ 81,000.00 not to exceed
\$ 91,800.00 Any added or unusual work
will be done by Techline Construction for extra comp-
ensation.

Plus Mobilization \$3000.00

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION
CONSTRUCTION AGREEMENT BETWEEN City of
Brenham,
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 LawyerName: Don LawyerTitle: PresidentDate: 1-21-22**OWNER**

City of _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Construction Drawings for Alamo Street

EXHIBIT B

Contract No. 5405 Distribution Construction
Services between Lower Colorado River
Authority and Techline Construction, LLC
Dated: October 1, 2018

City has Copy of Contract



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 \$79,500.00 Related to the Ross Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Public Works

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Each year the City of Brenham contracts for an Electrical Feeder Upgrade to replace pole and transformers. The replacing of poles and transformers is necessary to protect the integrity of the City's electrical system. This year Ross Street Project will replace 12 poles and 9 transformers. The project will begin at the Ross and Academy Street and will end at E Alamo.

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 \$79,500.00; this total is for Labor and Equipment needed to complete the project. The cost of materials is estimated at \$19,750.00 for a total project cost of \$99,250.00.

ATTACHMENTS:

- (1) Ross Street Estimate
- (2) Techline Agreement

RECOMMENDED ACTION:

Approve an Electrical Distribution Construction Agreement between the City of Brenham and Techline Construction, LLC in an amount not to exceed \$79,500.00 for pole changeouts on Ross Street and authorize the Mayor to execute any necessary documentation.

NON INVENTORY MATERIALS			
MATERIAL	QTY	UNIT COST	COST
			\$0.00
			0.00
			0.00
			0.00
			0.00
			0.00
NON INVENTORY MATERIALS TOTAL			\$0.00

OUTSIDE SERVICES			
TYPE OF WORK	QTY	UNIT COST	COST
			\$0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
OUTSIDE SERVICES TOTAL			\$0.00

	LABOR TOTAL	\$78,985.00
	EQUIPMENT TOTAL	0.00
804.20	INVENTORY TOTAL	14,152.00
807.00	INVENTORY TOTAL	5,575.00
	NON INVENTORY TOTAL	0.00
	OUTSIDE SERVICES TOTAL	0.00

TOTAL ESTIMATE	\$98,712.00
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ADDITIONAL REQUIREMENTS	
TYPES OF LOCATES:	
ENGINEERING:	
	FIRM
PREPARED BY:	JASON LANGE
	SUPERINTENDENT:
	JASON LANGE
Director of Public Utilities	

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 Brenham in the form of the Proposal by Techline Construction, LLC to the City of Brenham dated 01-20-2022 ("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 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.

EXHIBIT A

Construction Drawings for Ross Street

EXHIBIT B

Contract No. 5405 Distribution Construction
Services between Lower Colorado River
Authority and Techline Construction, LLC
Dated: October 1, 2018

City has Copy of Contract

EXHIBIT C

Proposal by Techline Construction, LLC to the

City of Brenham Dated: 01-20-2022

Techline Construction estimates the total cost of labor and equipment to complete the project or projects to be know as Ross Street

for the City of Brenham.
will be \$66,300.00 not to exceed
\$76,500.00 Any added or unusual work
will be done by Techline Construction for extra compensation.

Plus Mobilization \$3000.00

SIGNATURE PAGE TO ELECTRICAL DISTRIBUTION
CONSTRUCTION AGREEMENT BETWEEN City of
Brenham,
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 LawverName: Don LawverTitle: PresidentDate: 1-21-22**OWNER**

City of _____

By: _____

Name: _____

Title: _____

Date: _____



Regular City Council
AGENDA ITEM 6-G.

Agenda Item: Approve a Cost Recovery Fee from Terex Utilities, Inc. Through Sourcewell Contract No. 012418-TER in the Amount of \$12,167.00 for the Ford F550 Electric Bucket Truck and Authorize the Mayor To Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Council approved the purchase of the Electric Department Service Bucket on 11-5-2020 for \$141,713.00. The unit was delivered to the Electric Department on 2-8-2022. Due to inflationary cost TEREX Manufacturing passed on a recovery cost of \$12,167.00 This is an unbudgeted cost which will have to be made up from the operating budget.

ATTACHMENTS:

- (1) Terex Invoice
- (2) Terex Letter

RECOMMENDED ACTION:

Approve a cost recovery fee from Terex Utilities, Inc. through Sourcewell Contract No. 012418-TER in the amount of \$12,167.00 for the Ford F550 electric bucket truck and authorize the Mayor to execute any necessary documentation.



WATERTOWN, SD 57201
Phone 877-794-5284 Option 2
GBS.US.AR@terex.com

Remit To:
Terex Utilities
12210 Collections Center Drive
Chicago, IL 60693-0122

Sold To:
CITY OF BRENHAM
P.O. BOX 1059
Brenham, TX 77834-1059

Invoice

Page: 1

Invoice Number: 5021230-IN
Invoice Date: 1/31/2022
Order Number: 5021566
Customer Number: 0006040
Order Date: 10/4/2021
Contract:

Ship To:
CITY OF BRENHAM UTILITIES
200 W. VULCAN
Brenham, TX 77834-1059

Confirm To:

Customer P.O.	Ship VIA	Shipping Terms	Terms
		FCA:SP;WTN, SD	Net 30 Days

Unit Year		Chassis Year	2021	Odometer	
Unit Make	AERIAL DEVICE	Chassis Make	FORD	Miles	
Unit Model	LTM40	Chassis Model	F550	License	
Unit Serial	2211173445	Chassis Vin	1FDUF5HT4MDA11640	Shop	Field
PTO Hours		Crew		Travel Hours	

Item Code	Unit	Shipped	Price	Amount
/NA AER SC	EACH	1.00	12,167.00	12,167.00
COST RECOVERY-AER- N AMERICA DK73445 FCA: SHIPPING POINT: WATERTOWN, SD				

Remit Payment To:
Terex Utilities, Inc.
12210 Collections Center Drive, Chicago, IL 60693

Net Invoice:	12,167.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	12,167.00



October 07, 2021

Dear Valued Customer,

Almost all US businesses are currently encountering cost and availability challenges not dealt with in many decades.

As always, Terex is committed to you, our customer. Our commitment is to not only deliver quality products, but to also manage the fluctuations and adverse impacts of rising costs to our customers, whenever possible. We continue to find ways to balance rising supply chain costs and their impact to you by internally focusing on expanded efficiencies, supply chain improvements, enhanced manufacturing practices and many other targeted areas. Additionally, we make all efforts to include any predictive cost impact and/or productivity change into our quotation that is expected to incur within the order delivery timeline.

Currently, the rate of rising costs is significantly exceeding historic trends and our ability to predict them. Given this trend, we are unable to offset the vast impact of rising costs alone as they are in excess of projections and internal balancing measures. Therefore, we are notifying our customers that a *cost-based adjustment* is necessary for any current builds that we are now beginning to acquire materials on.

Our goal is to minimize the impact on your business, and this cost-based adjustment will remain separate and transparent from our base prices. All cost recovery efforts will be for equipment only (chassis not included) and will be invoiced separately. We will also send you an updated Sales Order Acknowledgment with the cost recovery amount listed.

We appreciate your business and loyalty and we look forward to continuing to serve you. Please contact your account manager with any questions or concerns.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Jim Lohan', is written over a light gray circular background.

Jim Lohan
VP Sales and Marketing
Terex Utilities, Inc.

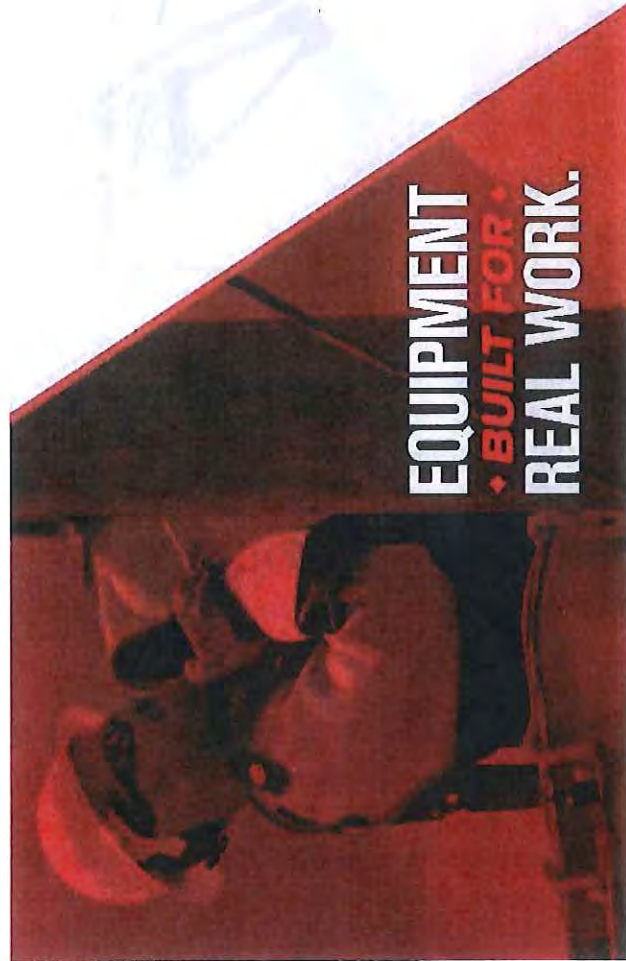
Terex Utilities
3140 15th Avenue SE PO BOX 1150
Watertown, SD 57201
Tel +1 605 882 4000
www.terex.com/utilities

WORKS FOR YOU.™

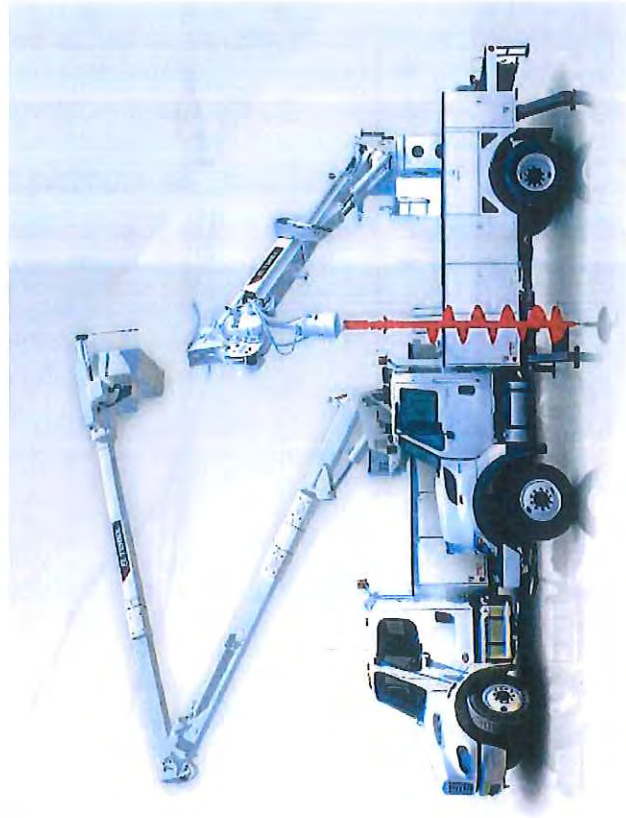


City of Brenham

Cost-Based Adjustments



EQUIPMENT
♦ **BUILT FOR** ♦
REAL WORK.



Manufacturing Input Cost Update

Inflationary pressure is broad-based and continues to escalate



- Pricing does not cover all our supply chain risk
- Steel Pricing ended a stretch of 56 consecutive weeks of price increases, but are starting to inch higher again in September
 - Even less-volatile commodities (Paint, Plastics, Hydraulics etc) are up 8-9% since the outbreak of Covid
 - We are facing material outages hampering manufacturing productivity and delivery
 - Highly competitive mid-west labor market impacting operating costs

Quote Date:

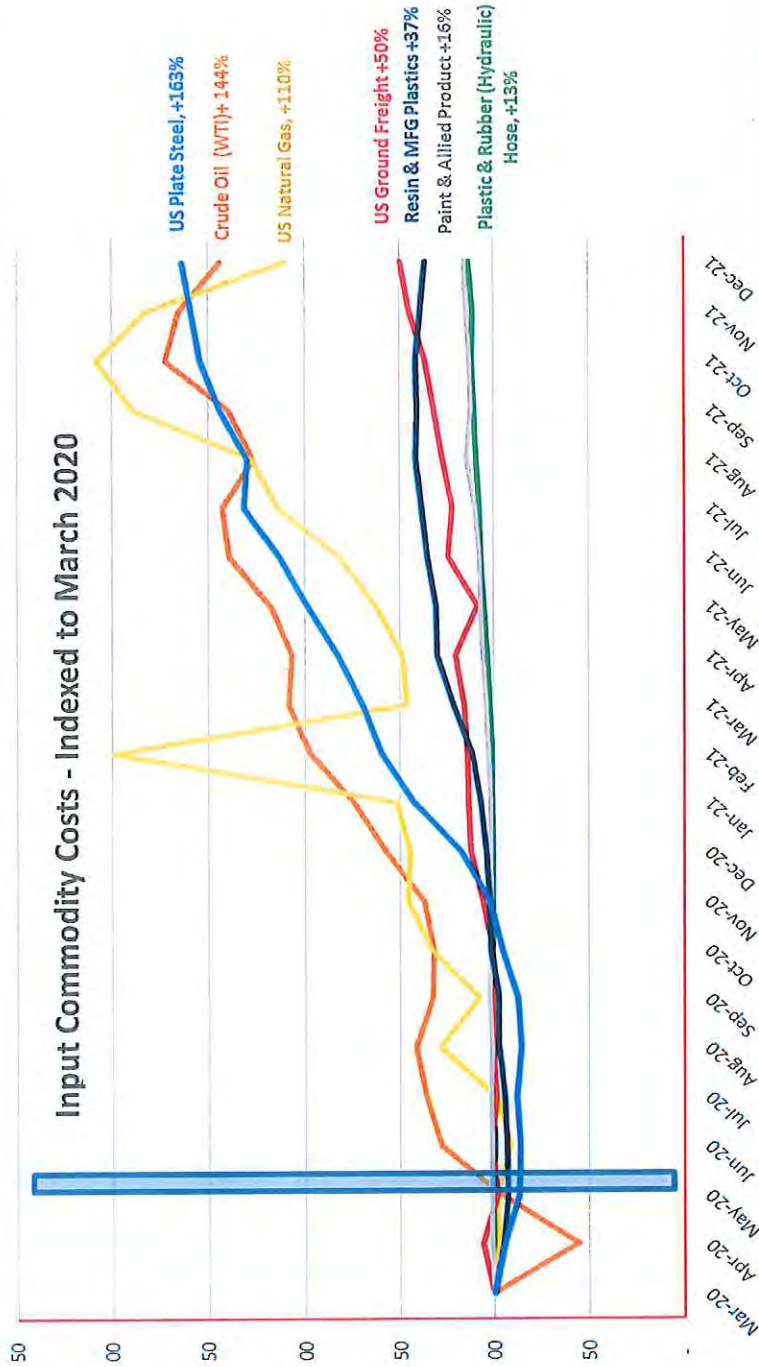
5-20

PO Award Date:

11-20

Delivery date forecasted July -21

New delivery date Feb -22



Proud to invest in our US Supply Chain as well as our people, product, and processes to manage through this chaos, and limit the impact to our customers



Regular City Council
AGENDA ITEM 6-H.

Agenda Item: Approve a Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$137,113.20, for Tree Trimming Services and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

Each year the City of Brenham contracts with LCRA for our annual tree trimming services. This contract is executed through our Technical Services Agreement between LCRA and the City of Brenham dated January 18, 1980. This agreement allows the City to use services or programs that LCRA has available. McCoy Tree Surgery, Inc. will perform the work in accordance with the terms and specifications between LCRA and the Contractor.

The contract is for \$137,113.20 and was budgeted in the 2021-2022 budget process at \$150,000.00

ATTACHMENTS:

(1) LCRA Customer Services Contract

RECOMMENDED ACTION:

Approve a contract between the City of Brenham and the Colorado River Authority (LCRA), in the amount of \$137,113.20 for tree trimming services and authorize the Mayor to execute any necessary documentation.

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Brenham
P.O. Box 1059
Brenham, Texas 77834-1059
Attn: Alton Sommerfield

DATE SUBMITTED: January 21, 2022

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 10 crew-weeks of trimming
Estimated Services Value:	\$ 130,584.00 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 137,113.20 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start of May 2022 with a 10 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 6,529.20
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract.
(or invoiced direct as applicable).

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and reverse (or attached) sides of this form.

City of Brenham	Lower Colorado River Authority
By: _____	By: _____
Title: _____	Title: Sam Woolard
Date: _____	Title: VP, Trans Const & Maintenance
	Date: _____

OFFICE USE ONLY

Accounting: _____ 0

Approved By: _____
Completion Date: _____

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated January 18, 1980 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.



McCoy Rate Schedule
contract #5476

3/1/2020

Personnel Level	Rates	1	2022 Rate
Supervisor/General Foreperson	\$50.53	1 \$	50.53
Foreperson	\$40.00	1 \$	40.00
Trimmer	\$34.30	1 \$	34.30

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	15.3	1 \$	15.30
Chipper	5.82	1 \$	5.82
GF PickUp	10.97	1 \$	10.97

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$50.53	1 \$	50.53
GF PickUp	\$10.97	1 \$	10.97
Foreperson	\$40.00	2 \$	80.00
Trimmer	\$34.30	4 \$	137.20
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$15.30	2 \$	30.60
Chipper	\$ 5.82	2 \$	11.64

Total Hourly Crew Rate		\$	326.46
Total Weekly Crew Rate		\$	13,058.40
Total weeks (estimated)	10.00	\$	130,584.00
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	130,584.00	Note: This is the estimated direct
Average/week	\$	13,058.40	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 6,529.20

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	137,113.20	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	13,711.32	



Regular City Council
AGENDA ITEM 6-I.

Agenda Item: Approve a Noise Variance from Dina Ramirez for a Birthday Party to be Held on March 27, 2022 at the All Sports Building from 5 p.m. to 8 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Parks and Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

Dina Ramirez is planning a birthday celebration on Sunday, March 27, from 5 pm to 8 pm. The party will take place at the All Sports Building-Hohlt Park located at 137 Lounge Road, and Ramirez is requesting a two-person band and speaker with a microphone. Due to the use of amplified sound equipment, a noise variance is required.

ATTACHMENTS:

(1) Noise Variance Request

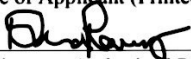
RECOMMENDED ACTION:

Approve a noise variance from Dina Ramirez for a birthday celebration to be held on March 27, 2022 at the All Sports Building from 5 p.m. to 8 p.m. and authorize the Mayor to execute and necessary documentation.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Dina Ramirez 5th Wheel Logistics
2. Name and address of individual making application on behalf of sponsoring organization: _____
Office : 346 Stone Hill Dr #101C Brenham, TX 77833
Home : 2006 Vineyard Pass , Brenham, Tx 77833
3. Purpose of the Event: Birthday Celebration
4. Location of Event: All sports Building
5. Date of the event: 03-27-2022
6. Time of Event: 5pm-8pm
7. Event Set-up: From: 4pm To: 9pm
Event Clean-up: From: 9pm To: 10pm
8. You are required to describe the following:
- a) Types of Activities Planned and any additional information specific to this event: _____
Birthday celebration, jumper, cake, pinatas, food
- b) Bands/Musical Instruments: 2 guest playing guitar and accordion
- c) Sound amplification equipment: Small speaker box with microphone
- d) Cleanup provisions: N/a

Dina Ramirez
Name of Applicant (Printed or Typed)

Applicant or Authorized Person's Signature

Date: 1-31-21
Phone: 805-814-3454

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



Regular City Council
AGENDA ITEM 7.

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

- a. **2021 Annual Report and Crime Analysis**
- b. **2021 Racial Profiling Report**
- c. **2021 Use of Force Report**
- d. **2021 Pursuit Report**

Meeting Type: Regular Meeting-March 03, 2022

Department: Police

Staff Contact: Chief Ron Parker

SUMMARY STATEMENT:

Attached are the Brenham Police Department's 2021 annual reports, including crime analysis, racial profiling, use of force, and pursuit statistics.

ATTACHMENTS:

- (1) 2021 Annual Report
- (2) 2021 Racial Profiling Report
- (3) 2021 Use of Force Analysis
- (4) 2021 Pursuit Analysis

RECOMMENDED ACTION:

No action, discussion only.

2021



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 2021 Annual Report of the City of Brenham, Texas Police Department. The year 2021 presented its own share of challenges, as did 2020 with the Pandemic and other concerns. 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 continued to build partnerships with important stakeholders within our community.

We completed an overall review and update of our department’s policy manual, and in order to promote transparency, we published this to our department’s web page for public access; we also placed our monthly, updated crime stats on our web page, again for public access and review, and we continued to promote and work hand-in-hand with our Citizens Advisory Board for the Brenham Police Department, which is comprised of various demographic groups and interests from across the city.

We are continuing our efforts to have all of our police officers trained and certified as Mental Health Officers in order to better support those individuals who may be suffering from such challenges or illnesses, and we are pursuing 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, those suffering from the impact of narcotics or alcoholic beverages, or other stressors in their lives that would perhaps make an interaction more concerning.

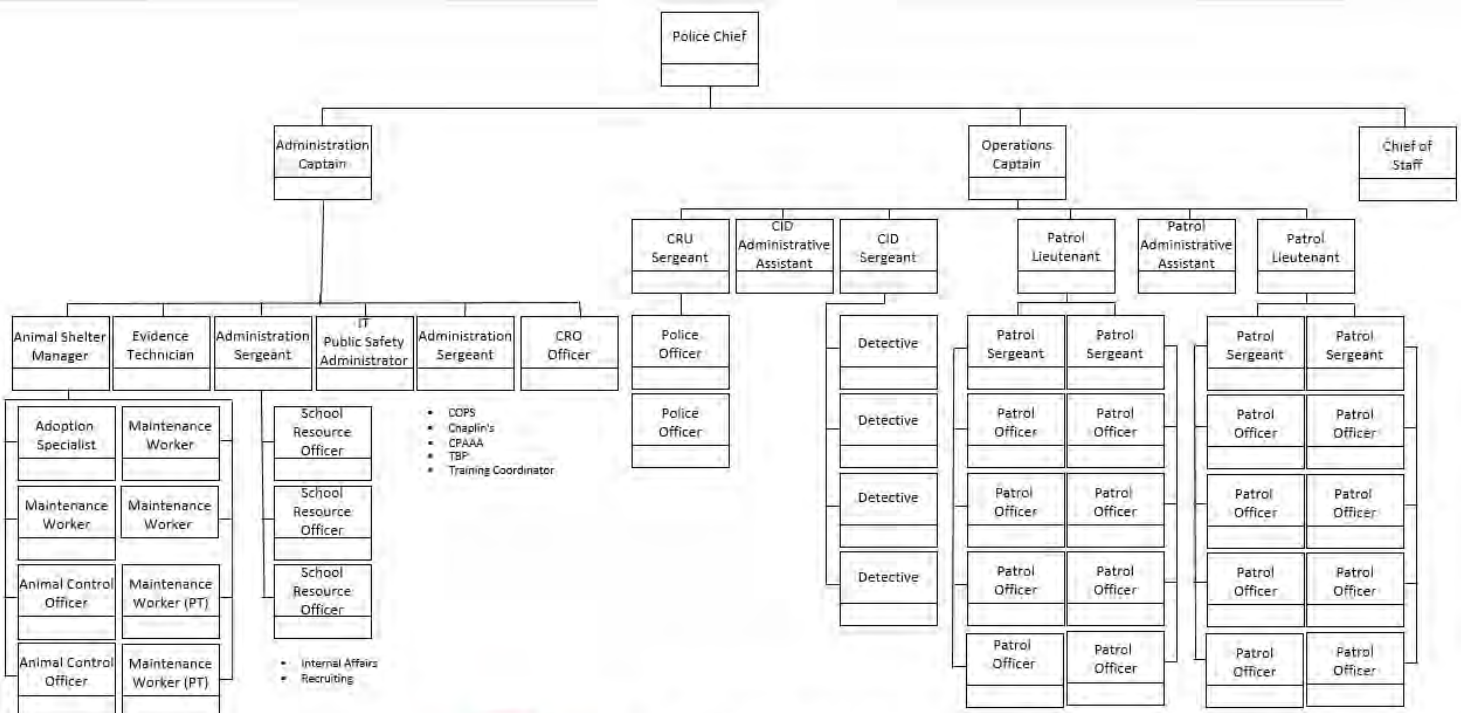
The Brenham Police Department is truly committed to being the best possible public safety agency in the State of Texas. We recognize this is not possible without a sincere partnership with all our citizens, community groups, and businesses in our city. We will never rest on our previous achievements and accomplishments but will continually strive for further excellence. We make these promises knowing full well that the public’s trust in our department is our “life blood”, we cannot function effectively without the consent and trust of the citizens we serve.

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 where these professional public servants continue a “Tradition of Excellence in Public Safety”, in their long history of serving the City of Brenham. I look forward to continuing to work closely with our public safety professionals, and our community to make Brenham an even better community in which to live, work, and visit!

Ron Parker,
Chief of Police

Organizational Chart

The department has just completed its second 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. 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. The department will be conducting a review in the beginning months of 2022 that will lead to a possible organization change to better align and create a more ideal structure of effectiveness, efficiency, and improve departmental communication.



Productivity and Activity

Overall crime is down by 9% when Part A Crimes are compared from 2020 to 2021. From 2019 to 2021 Part A Crimes are down by 32%. Part A crimes are comprised of Murder, Manslaughter, Robbery Assault, Burglary, Theft (excluding motor vehicles), Motor vehicle theft, and Sexual Assaults. Family violence and sexual assault offenses are often difficult for law enforcement to prevent because the offenses take place in a home, away from public view, and are often crimes unforeseen.

However, during the next year, the department will be trying to implement new community interactive programs that Officers within the department have developed. One program proposed is a Junior Citizens Police Academy designed for the youth of Brenham. It is designed to positively interact with the children of our city. Such a program will have positive influences on the youths of this community. There will also be discussions and possible planning of extending this initial step into a Police Explorer's group in the future.

Over this past year the department dealt with significant hardships just as the rest of the City of Brenham Departments have due to the continuing COVID-19 Pandemic and there being designated quarantines for employees. The department is working to fill several vacancies. The hiring, recruiting, testing and training phases take time and they have steadily been occurring. The department has conducted recent interview boards and is recruiting at various colleges, job-fairs, military veterans being discharged, etc. 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 by officers can decline when staffing levels decrease, which in turn may allow crime to rise slightly. It is important that the department remain staffed to full strength as much as possible. Our recruiting personnel are taking constant steps to proactively find new employees for the agency. This is including new recruiting strategies, as well as departmental policy changes, with some of those amendments being viewed as a recruitment benefit.

The department responded to 36,243 calls for service in 2021, which includes both dispatched calls and officer-initiated activity. The police department made over 600 arrests when combining adult and juveniles. In recent years there has been a steady decrease in "Part A Crime" because the police team is working smarter and not just harder. This department could not continue to be proactive and effective without the support of our Mayor, City Manager, City Council, and the Citizens of Brenham.

On Page 8, Figure-1 is a Basic Statistical Information breakdown from the past 2 years and this current year. The statistical information listed for 2021 is calculated from the 01/01/2021 – 12/31/2021. The calculated percentage on the right of Figure-1 is shown as the difference from the year 2020 to the current year of 2021. It is noted that Part A crimes do not include all crimes that occur.

This information is documented based on the NIBRS (National Incident-Based Reporting System) reporting system. This is the first year for the statistical information in this report to be switched from the old reporting system UCR (uniformed Crime Report) to NIBRS. 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.

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 Curtiss Schoen, Sergeant Terrence Johnson, Sergeant Joseph Merkley, Sergeant Jonathan Phipps, and Sergeant John Snowden.

In 2021, patrol officers conducted approximately 7,000 traffic stops, and handled a total of 26,160 calls for service which included self-initiated activity and non-emergency calls.

Most criminals are apprehended on traffic stops. Criminals pick and choose when they want to commit their crimes. However, they cannot control the roadways to and from the crimes they commit. 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, but they also solve and prevent a significant number of crimes and are a direct line to interaction with the community. Patrol Officers are most likely to interact with residents and visitors of the City of Brenham more so than any other officer.

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

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

"The Brenham Police Department desires to be approachable, familiar with our diverse community, and play an integral role in fostering positive interactions with all the stakeholders in our community, and with our local organizations."



*Top to Bottom & Left to right top to bottom, Cpt. Lloyd Powell, Lt. Kelvin Raven, Lt. Curt Schoen
Sgt. Terrence Johnson, Sgt. John Snowden, Sgt. Jonathan Phipps, Sgt. Joe Merkley*

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 2021 case clearance rate of 48 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 2021, the Brenham Police Department processed 2,487 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 561 cases not ready for immediate adjudication by a court were assigned to the Criminal Investigations Division.

- 98 cases were exceptionally cleared by the case Detective and the prosecuting court.
- 10 suspects were arrested as a result of the investigations.
- 14 cases were filed as unfounded. They either did not meet the elements of the crime or were false reports.
- 97 cases were referred to the proper courts for prosecution upon completion of the investigations.
- 13 cases remain open/active.
- 36 cases were not assigned due to not meeting the solvability minimum standard.
- 165 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 (DEA, ATF, FBI, US Marshalls, HIS, etc.)
7. Public Education

For the year of 2021 the Crime Reduction Unit has made 46 arrests. Filed 18 felony charges (Not including narcotic purchases or warrant arrests), 7 Misdemeanor Charges, and completed 48 warrant arrests.

CRU has obtained probable cause during their investigations and subsequently obtained and executed 2 search warrants for residences within the city limits of Brenham.

CRU has filed 3 U.S. Currency Seizures while conducting their investigations.

The CRU has conducted well over 700 hours of surveillance while conducting their investigations.

CRU has also provided 6 narcotic related presentations this year at different schools and businesses.

Production Comparison from 2020 to 2021

Measure	YTD 2020	YTD 2021	% Change
City of Brenham NIBRS Crime Rate	546	499	-9%
Number of Murders (All 09)	0	0	0%
Number Aggravated Assaults (13A)	30	72	140%
Number of Rapes (All 11 & 36)	16	6	-63%
Number of Robberies (120)	5	6	20%
Number of Assaults (Other) (13B & 13C)	187	199	6%
Number of Burglaries (220)	37	34	-8%
Number of Larcenies / Thefts (All 23)	253	160	-37%
Number of Auto Thefts (240)	18	22	22%
Number of Arrest Department Wide	682	654	-4%
Number of Narcotic Related Charges	311	479	54%
Number of DWI Arrest	57	61	7%
Number of False Alarms	686	717	5%
Number of Traffic Stops	7185	7902	10%
Number of Citations Issued	3668	3428	-7%
Number of Warnings Issued	5347	6884	29%
Number of Crashes	330	442	34%
Number of Business Checks / Close Patrols	9928	10,986	11%
Number of Mental Health Reports	111	85	-23%
Number of Community Events	60	84	40%
Number of Use of Force Reports	21	28	33%
Number of Calls for Service	35,219	36,242	3%
Number of All Reports Taken	2511	2487	-1%

* This chart is not indicative to all Crimes that have occurred within the city of Brenham. However, this is a representation of majority of Part A crimes that occur within the City of Brenham.

Production Comparison from 2020 to 2021

While reviewing the statistical information listed previously you may notice that there has been a statistically significant increase in Aggravated Assaults. This particular crime is difficult for law enforcement to prevent from occurring. As stated before, this type of offense primarily occurs inside homes and are often unforeseen. There has also been a significant drop in Rape as well. Similar to Assaults, these crimes are difficult for law enforcement to prevent from occurring. However, the department is still reviewing new methods and techniques to help curtail both of these offenses as much as possible. In addition, the Brenham Police Department has joined several task forces associated with these types of crimes, in order to try and have an impact on these numbers. Narcotic charges have seen an increase as well which can be attributed to the proactiveness of the Officers with this department. Officers are still conducting multiple business checks as they did in the year past.

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, property/evidence, department I.T., firearms, gun range, animal control, STEP Program, Citizens Police Academy, Citizens on Patrol, Chaplains, and Community Resources, to name a few.

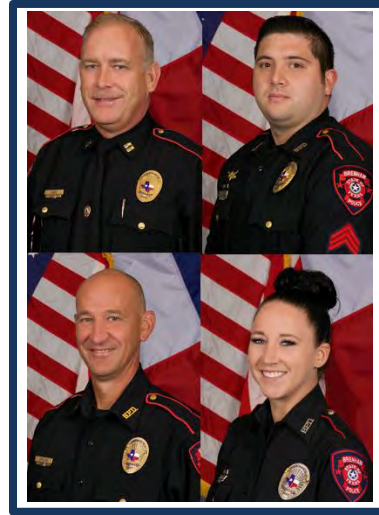
During the past year department personnel have participated in both in-house and outsourced training. A total of 14 courses were taught at the Police Department. These courses included Less Lethal Chemical Weapons Training, Patrol Rifle Training, Traffic Law, Report Writing, and Defensive Tactics. Outsourced training included courses such as Organizational Leadership Courage and Character, Developing Leaders for Texas Law Enforcement, Crisis Intervention Techniques, Criminal Interview and Interrogation Techniques, and 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 2021, there were a total of 28 incidents where force was used by officers. All of the incidents were within



Left to right/ top to bottom, Cpt. Dant Lange, Sgt. Steven Eilert, Sgt. Todd Ashorn, , Cpl. Sierra Randle

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 lethal weapons to be deployed.

The breakdown of the type of force utilized is below:

Hands On:	14
Taser/duty weapon displayed only:	8
Taser Utilized:	3
Firearm Discharged:	2

In 2021, Brenham police officers were involved in 6 vehicle pursuits. 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 2021, the department had a total of 6 official Internal Affairs investigations involving officers.

Racial Profiling Report Related to Traffic Stops

The department had no racial profiling complaints in 2021. When considering the below traffic stops (where a citation was issued related to a traffic stop) data to population there were 426 African-Americans cited and 619 Caucasians cited. Therefore, 27 percent of the vehicles stopped and cited were occupied by African Americans as opposed to 40 percent of vehicles occupied by Caucasians. 28 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; 2.98 percent Asian, 24.23 percent African American, 77.49 percent Caucasian, 27.24 percent Hispanic. All categories were within acceptable ranges.

Considering the 2020 census estimate demographic information Brenham has a 24.3% African American population, a 77.49% Caucasian population, a 27.24% Hispanic population, and a 2.98% 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 2021 racial profiling report will touch on this in more detail.

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			
2274	Written Warning		
1536	Citation		
23	Written Warning & Arrest		
34	Citation & Arrest		
7	Arrest		
		3874	Total
Race or Ethnicity			
43	Alaska Native / American Indian		
74	Asian / Pacific Islander		
1103	Black		
1841	White		
813	Hispanic/Latino		
		3874	Total
Search Conducted			
184	Yes		
3690	No		
		3874	Total
Was Contraband Discovered			
111	Yes		
73	No		
		184	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 four positions. Captain Dant Lange oversees the School Resource Officers Division who are supervised by Sergeant Todd Ashorn. The resource officers are assigned to the high school and to the junior high school. The school resource officers conducted 199 Offense Reports total from all school campuses combined during the year of 2021 while school was in session. The two primary campuses information are listed below.

1. Brenham Junior High

- a. 4 Felony arrests, 5 Misdemeanor arrests, and Referred 15 Class “C” Misdemeanor cases to municipal court. (Simple Assault, Disorderly Conduct, Minor in possession of Alcohol/Tobacco)
 - i. The felony arrests were for narcotic’s possession and assault on public servant

2. Brenham High School

- a. 14 Felony Arrests, 7 Misdemeanor Arrests, and referred 4 Class “C” Misdemeanor cases to Municipal Court. (Simple Assault, Disorderly Conduct, Minor in Possession of Alcohol / Tobacco).
 - i. The felony arrests were for narcotic’s possession and assaults on public servants.

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. They are a special group of officers that work within the school district and help enhance school

campus safety. The school resource officers also perform security as BISD events.



From Left to right: Sgt. Todd Ashorn, Cpl. Edward Ortega, Cpl. Jason Kasprowicz, Ofc. Richelle Malinowski



Brenham PD Civilian Employees

All department activity is supported by four 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.

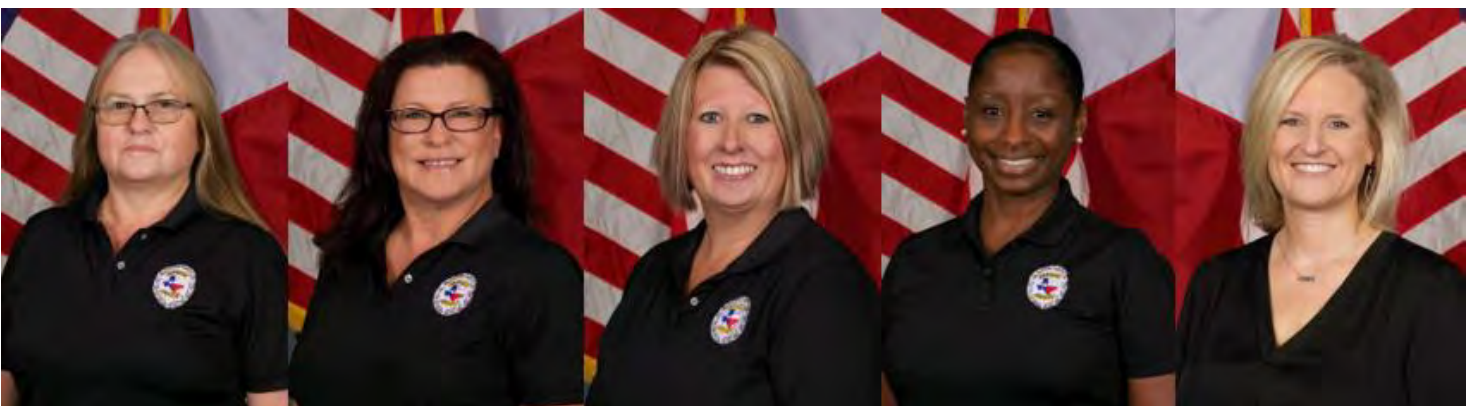
Christi Korth serves as the Chief of Staff. She is responsible for assisting with the monitoring of the departmental budget, administers the financial processes of the department, processes departmental purchase orders and payables, and coordinates the Chief's schedule, among various other job duties. She also serves as the department liaison for the Citizens Advisory Board.

Misty McCowan is the Criminal Investigations Administrative Assistant. She is responsible for investigative data entry, case preparation for prosecution, and productivity and activity reporting. She also is beginning the process of assisting with open records within the Police Department under the Public Information Act.

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.

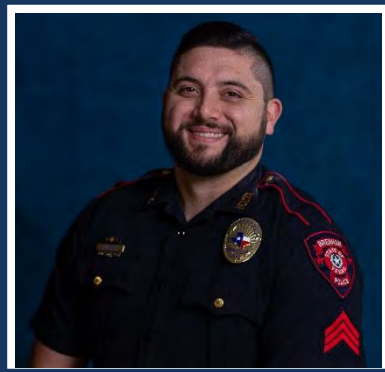
Pam Ruemke is the Public Safety Systems Administrator. She is responsible for maintenance and upkeep on departmental servers, assisting with all departmental camera systems, all departmental radios, all departmental computer systems. She is not only responsible for the Police Department's systems, but 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 five civilian volunteer supervisors. Those volunteer supervisors are Rob Aguilar, Dorothy Antkowiak, Stan Ford, Doug Fiest, Albert Green.



The Citizens Police Academy Alumni Association (CPAAA) has well-over 70 members. These members 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 approximately 9,000 volunteer hours which equates to almost 750 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 Brenham Elementary

School and Brenham High School to ensure buses are able to turn in and out to allow traffic to flow 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 several 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. The members of this organization are invaluable team members to the Brenham Police Department. Their dedication to assisting the department and the community is commendable beyond words.



Animal Control and 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 the City of Brenham. 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.



Front to Left:, Che Kamani, Allison Harper, Megan McCarrell, Tanya Beierle, Sarah Schrader

Strategy for Upcoming Year

Department Strategies were determined by the feedback and information received by the community. In this context, a strategy is a high-level priority that describes a broad topic as a community priority. Strategies themselves are not intended to prescribe solutions, specific initiatives, ideas, or programs. Instead, strategies are the key themes that were identified based on what citizens conveyed are the most critical objectives for the community.

Strategies are the concrete and detailed activities, processes, programs, or practices the police department implements as they navigate and determine the best means to carry out the strategic initiatives. Strategies are the measurable actions the police department develops and are points of interest to arrive at the destination. These measures are not included in this report and will be determined by the BPD. The Brenham Police Department Strategic Plan will enhance public safety by creating better relationships between Brenham police officers and those we serve. The strategic plan will serve as a guide to help mold the department into a progressive 21st century police department.

Strategic Directive: Community Partnerships

The citizens of Brenham were, as a majority, appreciative and desirous of the police department's efforts in engaging the community and desired even more investment in creating positive interactions. The police department will continue to leverage existing programs such as Citizens Police Academy, School Resource Officers, Community Resource Officer, the Citizens Volunteer Program (Citizens on Patrol), and our Citizens Advisory Board addressing both Animal Services and the police department, to improve these relationships. In addition, we will utilize special events such as "Coffee with a Cop", National Night Out, and similar programs to promote these efforts.

We are also in the early planning stages of implementing a Junior Citizens Police Academy. After listening to a number of citizens in their concerns for improving and promoting positive relations with our community youths, the police department had several officers volunteer to implement such a program. The Junior Citizens Police Academy will bring area children and teens, and our police officers into a program where they can form special bonds and long-lasting relationships in a mentoring fashion.

Strategy for Upcoming Year

An expected outgrowth from this program, once implemented, will be the formation of a chapter of Junior Police Explorers within the BPD. The purpose of a Police Explorer program is to educate young adults and teenagers about policing and the criminal justice system through practical experience, training and other activities. The age groups vary from department to department, but it's generally a program that accepts people ages 14-21 or as young as the sixth grade.

Various law enforcement agencies across the country sponsor these programs. But many professional police organizations endorse them, such as the National Sheriffs' Association (NSA) and the International Association of Chiefs of Police (IACP).

Explorer programs come with training and standards. These Explorer programs have helped countless young adults and teenagers launch successful law enforcement careers across the nation. Police Explorer programs focus on six primary skill areas, including conflict resolution, relationship skills, problem-solving skills, respect for other people and education on the democratic process, as well as citizenship.

The Police Explorers program provides young men and women from the city's diverse community with an introduction to a career in law enforcement or a related field in the criminal justice system. The program often results in strengthening ties between the community and police. The Explorers elect their own officers and are promoted within a rank structure. They also plan and execute most of their activities, learning teamwork and leadership skills.

Strategic Directive: Mental Health

Police officers often are tasked with responding to situations with persons experiencing mental health challenges and crisis. Citizens have voiced concerns with inadequate resources, especially within police departments, to address these types of issues. Officers need to be successful in these interactions and they need to have the pressure placed on them in such situations, alleviated.

BPD will continue to invest in and expand mental health training for its officers. A major effort is currently underway to have all sworn personnel of the BPD trained in Crisis Intervention and trained as Mental Health Officers. This is in conjunction

Strategy for Upcoming Year

with the Blinn College Police Department, so that police officers within the City of Brenham will be fully capable of providing necessary assistance and aid to persons undergoing mental health challenges. In addition to this new training initiative, ongoing recurrent training during each training cycle as identified by the Texas Commission on Law Enforcement.

BPD will also be working closely with Washington County 911/Emergency Dispatch Communications to identify addresses within the City of Brenham, where residents may include those with such mental health challenges, so addresses may be “flagged” to warn responding officers that unique situations may exist.

BPD will also continue to work closely with MHMR and Baylor, Scott and White Hospital, in order to provide necessary, additional resources for such persons.

Strategic Directive: Community-Oriented Police Force

Criminal Justice researchers have shown for years that community-oriented policing techniques lead to a safer and more harmonious community. Citizen priorities embodied this research, and it is the desire, as expressed by the Brenham Police Department’s Citizens Advisory Board, representing all demographics from the community, that the BPD pursue these techniques and resources to fulfill this goal. The police department will continue to actively pursue recruits that reflect the diverse makeup within the community.

In addition to staffing efforts, the department will expand outreach to communities that may at times be overlooked, namely Brenham’s Spanish-speaking population and other communities of color.

BPD will continue to offer and interact with our population through *Coffee with a Cop*, *National Night Out*, and other programs that offer positive relationships. In addition, BPD is in the process of purchasing several patrol bicycles, in order to re-implement our bicycle patrol program. This program will foster easier engagements between our residents, visitor to our city and police officers. As stated earlier in this

Strategy for Upcoming Year

plan, our Citizens Police Academy, the creation of a Junior Citizens Police Academy, an eventual implementation of a Police Youth Explorers Post, and other similar programs will be at the forefront of our community interaction efforts.

Our School Resource Officers will continue to work closely with our school aged youths, providing valuable security for a safe school environment, as well as offering, mentoring, coaching, and building positive relationships between children and police.

Strategic Directive: Public Trust, Accountability and Transparency

The goal of this strategic plan is to create greater trust between the police department and the community it serves. An essential element to creating that trust lies in improving transparency and accountability. Residents, visitors to the City of Brenham, and police officers alike, all desire for continued improvement in this regard, and BPD is prepared to take the necessary steps to insure this occurs. This includes an internal policy review on a regular basis to build improved transparency, and publishing our existing policies online, to the BPD website, so that citizens may familiarize themselves with our governing directives and guidelines. The BPD will continue to require, through mandatory sessions, specialty training for its officers, including subjects regarding cultural diversity, implicit bias, sexual harassment, de-escalation techniques, etc. BPD is committed to transparency. On a monthly basis, the department will publish the most recent crime statistics, as well as statistics related to uses of force by BPD officers, citations issued, traffic stops, calls for service and other relevant data. This information will be posted on our social media site, as well as on our website. Our Citizens Advisory Board will meet on at least a quarterly basis, where they will be briefed on department business, purchases, training, etc. The department will publish a monthly newsletter with pertinent information for department members, citizen volunteers and Citizens Advisory Board, (CAB) members. The department has established and will meet at least quarterly, with its Police Action Committee, (PAC), which consists of representatives from each division and section within the police department. This allows rank and file members of the department to meet and discuss various topics of interest directly with the chief of police.

Closing Remarks

The Brenham Police Department has identified a number of accomplishments and achievements. These are all solely due to the efforts of our members of the Brenham Police Department, our Citizen Volunteers, and our precious stakeholders and citizens of the City of Brenham, who make the City of Brenham what it is, an outstanding community in which to live, work and visit!

- Annual Leadership Retreat for BPD leadership members
- The first promotion of a female to the rank of Sergeant in BPD history
- Increased applications for federal and state grant funding, to ease financial strains to the city budget
- Texas Police Chiefs Association's Best Practices Award for a police agency
- Citizens on Patrol (over 5900 hours of participation, equivalent to 2.9 officer FTE's)
- Acquisition and implementation of BPD aviation section with Drones
- Acquisition and implementation of Automated License Plate Readers on mobile platforms, to assist officers with alerts on stolen vehicles, crime solving, etc. and as a force multiplier
- The creation of the office of Community Resource Officer
- Implementation of training for all sworn officers as Mental Health Officers and in Crisis Intervention Techniques
- Acquisition of special arrest equipment such as the WRAP, new generation TASERS, de-escalation training and other items to decrease uses of force
- Mandatory prohibition of choke holds and restrictions of airway in arrest situations
- Mandatory reporting of excessive uses of force by fellow officers, to supervisors
- Creation and implementation of a Citizens Advisory Board and a Police Action Committee
- Publishing of department policy manual, and monthly department statistics and crime data on department website and social media
- Revamping of the department's awards, medals and ribbons, to enhance members' morale
- Loosening restrictions on facial hair and tattoos for officers, to enhance recruiting efforts and member morale

This document is to serve in reporting our progress and activities over the past year. Our promise of honest and open transparency is evident in this sharing of information, as well as the availability of our policy manual and monthly crime and

activity statistics, published on our department's web page. This report has been prepared with much input from various sources, to include our valuable members of the BPD, our citizen volunteers, our Citizens Advisory Board, and our critical stakeholders throughout the community. It offers statistics related to our activity, progress reports, thoughts and projected needs to allow our city leaders and our members of city council to aid them in determining as to how our community will move forward, and what ultimately, the public safety mission will look like in Brenham, Texas in the coming years, as well as offering a glimpse into how we have promoted fairness and compassion in our delivery of services in the realm of public safety. Our promise is to always respect and protect the Constitutional Rights of all individuals and to continue earning your trust.

Respectfully,

R. K. Parker
Chief of Police
Brenham Police Department



Brenham Police Department's 2021 Racial Profiling Report

Prepared by: Sgt. Steven Eilert

Brenham Police Department

Racial Profiling Report

January 2021 – December 2021

Total Traffic Stops

Total: 3874

Location of Stop

City Street	1857	47.93 %
US Highway	1736	44.81%
County Road	8	00.21%
State Highway	234	06.04%
Private Property	<u>39</u>	<u>01.01%</u>

Total: 3874

100.00%

Was race known prior to stop

Yes	197	05.09%
No	<u>3677</u>	<u>94.91%</u>

Total: 3874

100.00%

Race or Ethnicity

Alaska Native/American Indian	43	01.11%
Asian/Pacific Islander	74	01.91%
Black	1103	28.47%
White	1841	47.52%
Hispanic/Latino	<u>813</u>	<u>20.99%</u>

Total: 3874

100.00%

Gender

Female	1497	38.64%
Male	<u>2377</u>	<u>61.36%</u>

Total: 3874

100.00%

Brenham Police Department

Gender

Female

Alaska Native/American Indian	8	00.53%
Asian/Pacific Islander	21	01.40%
Black	464	31.01%
White	793	52.97%
Hispanic/Latino	<u>211</u>	<u>14.09%</u>

Total: 1497 100.00%

Male

Alaska Native/American Indian	35	01.47%
Asian/Pacific Islander	53	02.23%
Black	639	26.88%
White	1048	44.09%
Hispanic/Latino	<u>602</u>	<u>25.33%</u>

Total: 2377 100.00%

Reason for Stop

Violation of Law

Alaska Native/American Indian	1	00.99%
Asian/Pacific Islander	2	01.98%
Black	47	46.53%
White	38	37.63 %
Hispanic/Latino	<u>13</u>	<u>12.87%</u>

Total: 101 100.00%

Preexisting Knowledge

Alaska Native/American Indian	2	01.00%
Asian/Pacific Islander	2	01.00%
Black	64	31.84%
White	89	44.28%
Hispanic/Latino	<u>44</u>	<u>21.88%</u>

Total: 201 100.00%

Brenham Police Department

Moving Traffic Violation

Alaska Native/American Indian	34	01.57%
Asian/Pacific Islander	55	02.53%
Black	528	24.31%
White	1185	54.56%
Hispanic/Latino	<u>370</u>	<u>17.03%</u>

Total: 2172 100.00%

Vehicle Traffic Violation

Alaska Native/American Indian	6	00.43%
Asian/Pacific Islander	15	01.07%
Black	464	33.14%
White	529	37.79%
Hispanic/Latino	<u>386</u>	<u>27.57%</u>

Total: 1400 100.00%

Total for all reason for stop: 3874

Was a search conducted: YES

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	4	02.17%
Black	85	46.20%
White	38	20.65%
Hispanic/Latino	<u>57</u>	<u>30.98%</u>

Total: 184 100.00%

Was a search conducted: NO

Alaska Native/American Indian	43	01.17%
Asian/Pacific Islander	70	01.90%
Black	1017	27.56%
White	1804	48.88%
Hispanic/Latino	<u>756</u>	<u>20.49%</u>

Total: 3690 100.00%

Total for searches conducted and not conducted: 3874

Brenham Police Department

Reason for Search

Consent

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	01.92%
Black	10	19.23%
White	13	25.00%
Hispanic/Latino	<u>28</u>	<u>53.85%</u>

Total: 52 100.00%

Contraband

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%

Probable Cause

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	2	01.64%
Black	71	58.20%
White	22	18.03%
Hispanic/Latino	<u>27</u>	<u>22.13%</u>

Total: 122 100.00%

Inventory

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	20.00%
Black	1	20.00%
White	2	40.00%
Hispanic/Latino	<u>1</u>	<u>20.00%</u>

Total: 5 100.00%

Incident to arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	3	60.00%
White	1	20.00%
Hispanic/Latino	<u>1</u>	<u>20.00%</u>

Total: 5 100.00%

Total for searches conducted: 184

Brenham Police Department

Was contraband discovered

Yes

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	3	02.70%
Black	54	48.65%
White	23	20.72%
Hispanic/Latino	<u>31</u>	<u>27.93%</u>

Total: 111 100.00%

No

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	1	01.37%
Black	31	42.47%
White	15	20.55%
Hispanic/Latino	<u>26</u>	<u>35.61%</u>

Total: 73 100.00%

Total of contraband discovered and not discovered: 184

Description of contraband

Drugs

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	3	03.75%
Black	42	52.50%
White	15	18.75%
Hispanic/Latino	<u>20</u>	<u>25.00%</u>

Total: 80 100.00%

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>0</u>	<u>00.00%</u>

Total: 0 00.00%

Currency

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	1	100.00%
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	6	42.86%
White	5	35.71%
Hispanic/Latino	3	21.43%

Total: 14 100.00%

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	0	00.00%

Total: 0 00.00%

Other

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	5	31.25%
White	3	18.75%
Hispanic/Latino	8	50.00%

Total: 16 100.00%

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	0	00.00%

Total: 0 00.00%

Written Warning

Alaska Native/American Indian	32	01.41%
Asian/Pacific Islander	32	01.41%
Black	645	28.36%
White	1203	52.90%
Hispanic/Latino	362	15.92%

Total: 2274 100.00%

Brenham Police Department

Citation

Alaska Native/American Indian	11	00.72%
Asian/Pacific Islander	40	02.60%
Black	426	27.73%
White	619	40.30%
Hispanic/Latino	440	28.65%

Total: 1536 100.00%

Written Warning and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	9	39.13%
White	8	34.78%
Hispanic/Latino	6	26.09%

Total: 23 100.00%

Citation and Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	2	05.88%
Black	18	52.94%
White	9	26.47%
Hispanic/Latino	5	14.71%

Total: 34 100.00%

Arrest

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	0	00.00%
Black	5	71.43%
White	2	28.57%
Hispanic/Latino	0	00.00%

Total: 7 100.00%

Total for all result of stop: 3874

Arrest based on

Violation of Penal Code

Alaska Native/American Indian	0	00.00%
Asian/Pacific Islander	2	03.70%
Black	25	46.30%
White	18	33.34%
Hispanic/Latino	9	16.66%

Total: 54 100.00%

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	0	33.33%
Hispanic/Latino	<u>0</u>	<u>33.33%</u>

Total: 1 100.00%

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	6	66.66%
White	1	11.12%
Hispanic/Latino	<u>2</u>	<u>22.22%</u>

Total: 9 100.00%

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	0	00.00%
Hispanic/Latino	<u>0</u>	<u>00.00%</u>

Total:0 00.00%

No

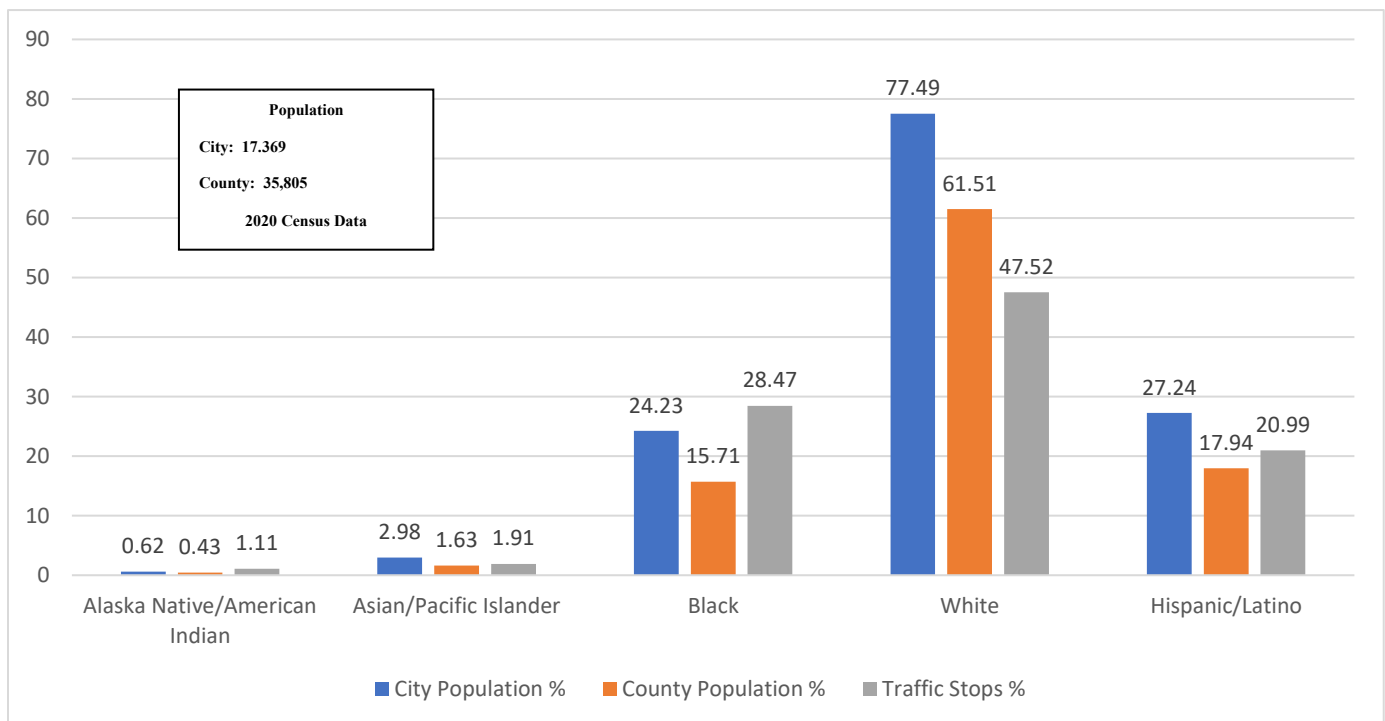
Alaska Native/American Indian	43	01.11%
Asian/Pacific Islander	74	01.91%
Black	1103	28.47%
White	1841	47.52%
Hispanic/Latino	<u>813</u>	<u>20.99%</u>

Total: 3874 100.00%

Brenham Police Department

Total Number of Racial Profiling Complaints: 0

Comparative Analysis 2021



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. The information used for comparison is obtained from the United States Census Bureau webpage for the city population and county population numbers. However, the demographic breakdown information for the that is available does not add up to the exact population number within the city. The demographic numbers provided by the US Census information will be used to show the demographic breakdown based on the reported population number that they have provided as well. The percentage based off the population as well will not add up to 100%. The information provided by the US Census is reporting conjoined information. For instance, the Hispanic/Latino portion listed is showing all members identified as Hispanic of Latino in all race categories and not solely in its own single demographic. This is the same in other

Brenham Police Department

categories as well that they have listed. This should still provide a similar demographic representation within the city of Brenham, but some US Census data numbers may show a higher representation than what it exactly is. Specifically, where it shows the White population where it should be more closely represented as 44.93 instead of the 77.49 that is reported with US Census information. With all information provided the Brenham Police Departments traffic stop demographics are in line with the demographic population of the city and county.



BRENHAM POLICE DEPARTMENT

1800 LONGWOOD DRIVE

PHONE: (979) 337-7337

P.O. BOX 682

FAX: (979) 337-7342

BRENHAM, TX, 77834-0682



To: Chief Ron Parker

From: Sergeant Steven Eilert

Date: 02/22/2022

Re: 2021 Use of Force Analysis

2021 Use of Force Analysis

During the 2021 calendar year the Brenham Police Department was involved in 28 incidents of Use of Force. The Use of Force was used to resolve various situations. Those incidents of force included weaponless/physical control, display taser/duty weapon, utilizing taser, and discharging firearm. The breakdown of each category is as follows:

- 1 – Verbal Command
- 14 - Weaponless/Physical Control
- 1 - Pointed Taser
- 7 - Pointed Duty Weapon
- 1 - OC Deployment
- 2 - Taser Discharge
- 2 - Discharged Duty Weapon

During these incidents there was 1 – internal affairs investigation conducted. This was conducted, due to an Officer discharging his firearm at a suspect. A subsequent investigation was also conducted by the Texas Rangers Division of The Texas Department of Public Safety. The investigation revealed that there was no wrongdoing on the part of the Officer and he was shown to have not used any type of excessive force or unnecessary force during this incident.

“NO MAN IS ABOVE THE LAW AND NO MAN IS BELOW IT; NOR DO WE ASK ANY MAN’S
PERMISSION WHEN WE REQUIRE HIM TO OBEY IT.” THEODORE ROOSEVELT

While reviewing all Use of Forces there was nothing indicating that were any type of policy violation or anything concerning the uses of force.

1. Weaponless / Physical Control

- a. This is the most common use of force that occurs when an Officer has to escalate past the point of Officer Presence and Verbal Commands. Officers were found to have to use physical control on subjects that were resisting arrest, resisting transport, and resisting search. There were also multiple incidents where physical control was used, due to subjects having medical episodes and becoming aggressive and subjects suffering from mental health episodes. Though it may not seem that it is a police matter law enforcement is commonly called upon to assist with combative subject/ss and subject/s suffering from a mental health crisis. Officers have received training in de-escalation techniques and physical hand to hand techniques to help prevent injury to the officer and possible injury or serious injury to the subject/s.

2. Pointed Taser

- a. There was one instance of a taser being pointed at a subject where the subject was evading officers. Once this level of force was utilized in conjunction with verbal commands the subject complied with officers.

3. Pointed Duty Weapon

- a. This level of force is normally under public scrutiny at times, due to incidents that occur around the United States and the world. This level of force and all levels of force are constantly reviewed by members of the command staff, and ultimately reviewed by the Chief of Police to confirm it is within policy guidelines and the use of force was necessary. There were several instances of a felony stop that occurred that caused this type of force to be utilized. It is common practice for Law Enforcement to have their firearm pointed at a subject during this instance, due to the increased propensity of deadly force having to be utilized. The occurrences within the city were incidents of subjects reporting to be armed with felony warrants for their arrest regarding incidents involving a weapon. Another incident was a subject who committed a robbery that turned into a brief standoff with the Brenham Emergency Response Team and Austin County Sheriff's Office ERT team. There were also incidents of subjects evading officers and then making furtive movements where a weapon was pointed, due to officer safety and the possibility of the suspect/s reaching for a weapon.
 - i. All incidents of force in this category were shown to be in compliance with departmental policy.

4. OC Deployment

- a. Though not commonly utilized as much, due to the possibility of it also contaminating the officer/s if in an exterior environment, due to its liquid state being malleable in a windy environment. It is also not used as much, due to the introduction of the Taser which is one of the primary less lethal force tools that is used in law enforcement.

"NO MAN IS ABOVE THE LAW AND NO MAN IS BELOW IT; NOR DO WE ASK ANY MAN'S PERMISSION WHEN WE REQUIRE HIM TO OBEY IT." THEODORE ROOSEVELT

OC (Oleoresin Capsicum) is still a very effective less lethal force tool to utilize. The instance where this was deployed involved a juvenile subject that was approximately 6'2 and 300 lbs. It was utilized outdoors and during the incident when Law Enforcement was contacted prior to their arrival the school was already placed in lockdown. The subject was aggressive with balled fist and in a combative stance. De-escalation did not work, and the subject was sprayed in order to effect the arrest.

- i. It should be noted that the National Institute of Justice that it was shown that OC had no significant risk for respiratory compromise or asphyxiation. With that in mind its use in this incident was the best choice and the lowest level of force utilized to effect the arrest.

5. Taser Deployment

- a. The Taser is an effective less lethal tool that can be utilized at range. It allows there to be a gap between the Officer and the suspect so there is a higher level of safety for the Officer in a reactionary gap. There were 2 uses of a taser being utilized during this year. It delivers the electric shock to cause disruption to the muscular control of the subject so the Officer can effect the arrest. One was a drive stun where the cartridge was removed so the probes would not be shot from the taser. The drive stun was used to gain compliance from an active resisting subject where muscling and hard strikes were not effective. The drive stun effectively led to the subject complying with officers. The next was a taser deployment that involved a pursuit with a stolen vehicle where the subject/s were reported to be armed. The subject/s began running on foot after a collision occurred. The subject began reaching in his waist band which is a common area where weapons have been kept for concealment. The Officer provided commands and the subject was ultimately tased, and while temporarily subdued was secured in handcuffs.
 - i. These instances were reviewed and shown to have been in compliance with policy.

6. Discharge Duty Weapon

- a. This is the ultimate level of force utilized which is included in Deadly Force. The utilization of this type of force is reviewed on multiple levels with a thorough investigation conducted. Normally an investigation is conducted on an administrative level and can also be conducted on a criminal level by a separate agency normally the Texas Department of Public Safety to further show that there will be no type of favoritism shown towards an Officer. There were 2 uses of discharging a firearm this year. One was to humanely put down a deer that was severely injured that was beyond assistance. Another was an Officer involved shooting with a suspect. As stated early there were investigations conducted by both entities and the Officer was found with no type of fault for the discharging of the weapon. This was also confirmed between the Texas Department of Public Safety as well as the District Attorney's Office.
 - i. It should be noted that the subject was not injured from the officer discharging his firearm, and was subsequently arrested in another county while evading Officers.

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The Brenham Police Department will continue to strive to treat everyone with Empathy, Compassion, and Fairness. In the instances where force is utilized Officers of this department will only use the levels that are appropriate for the circumstances. They have shown that through these Uses of Force that have occurred thus far. Officers within this agency continue to receive training when it comes to using force and de-escalation.

Chief Parker has guided this agency in the right direction to begin steps in further learning de-escalation by having all Officers becoming Mental Health Peace Officers so there is further training to hopefully lessen the potential use of force. After meeting with members of command staff Chief Parker has also agreed to remove the less lethal shotguns from the patrol division. These will be replaced with a 40mm launcher. While research was conducted the chances of serious injury to a subject is higher with a less lethal shotgun than with the 40mm launcher, due to the safe standoff distance. The less lethal has an increased propensity to cause penetrating trauma which is not a desired effect. The 40mm launchers however dramatically cut the minimum standoff distance by approximately 80% from where it was with the less lethal shotguns. It also increases the distance it can be utilized effectively from 75 feet to 230 feet which will allow for greater Officer safety. It should also be noted that with this decision that the 40mm only accepts less lethal rounds, as the less lethal shotgun will take any normal shotgun round which could lead to a fatal event occurring on accident.

In closing, all Officers utilizing force this past year have been in compliance with departmental policies and standards. This department will continue to take progressive steps to attempt to lower the use of force but will continue to use safe practical standards when it is needed.

Sgt. S. Eilert

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BRENHAM POLICE DEPARTMENT

1800 LONGWOOD DRIVE

PHONE: (979) 337-7337

P.O. BOX 682

FAX: (979) 337-7342

BRENHAM, TX, 77834-0682



To: Chief Ron Parker

From: Sergeant Steven Eilert

Date: 02/23/2022

Re: Pursuit Analysis

2021 Pursuit Analysis

During the 2021 calendar year the Brenham Police Department was involved in 5 vehicle pursuits. The pursuits are listed as the following.

1. On Tuesday, March 30, 2021, at approximately 11:45 hrs, Officer Zackary Greig was involved in a pursuit that was initiated by Washington County Sheriff's Office. Officer Greig was only involved in the pursuit as assistance while they were in the city. The suspect was ultimately arrested after his vehicle was stuck in a ditch and began evading on foot before he was tased and apprehended by Texas DPS. Brenham Officers were only involved in portions of the pursuit for assistance.
2. On Monday, March 31, 2021, at approximately 18:19 hrs, Sergeant Terrence Johnson was involved in a pursuit that was initiated by Washington County Sheriff's Office. The driver was driving in a reckless manner and almost causing multiple wrecks. Once Brenham PD units were behind the vehicle it was observed to have struck other vehicles on the roadway. Officers terminated the pursuit, due to how reckless the vehicle was driving and the utter disregard it had for other drivers on the roadway while trying to evade. A short while later a Texas DPS Trooper was able to spike the vehicle out in the county while Washington County Sheriff's Office continued to pursue, and the driver was subsequently arrested.
3. On Wednesday, July 21, 2021, at approximately 21:32 hrs, Officer Armando Guerra was involved in a pursuit that initiated as a traffic stop, and dispatch shortly later advised that the vehicle was reported stolen. Officer Guerra noted that the vehicle was driving extremely reckless and that he continued to pursue it. The vehicle ultimately wrecked when it struck an old pick-up

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bed part in the grassy area behind LaRoche Chevrolet. The driver began evading on foot and was subsequently apprehended after a brief chase.

4. On Saturday, July 24, 2021, Lieutenant Kelvin Raven and Officer Crystal Buckner were involved in an agency assist with a pursuit coming into Brenham. Officer Zackary Greig was able to get a successful spike on the vehicle as they entered the city limits on State Highway 105. Officer joined in the pursuit through the city and then it was discontinued by Lieutenant Raven once the pursuit reached the city limits when the vehicle began traveling towards Chappell Hill.
5. On Saturday, August 8, 2021, Corporal Tommy Kurie initiated a traffic stop on a vehicle and the vehicle began slowing then began evading at a high rate of speed. Sergeant Joe Merkley advised Corporal Kurie to terminate the pursuit. Corporal Kurie terminated the pursuit at this time. While Corporal Kurie had a visual on the vehicle, he observed it to begin driving in a very reckless manner posing risk to other drivers on the road. Corporal Kurie then re-initiated the pursuit where the vehicle then stopped, and the driver was subsequently arrested.

In reviewing the vehicle pursuits that have occurred for the following year there was an increase of 2 pursuits this year. All pursuits were reviewed and approved through the chain of command and documented with a departmental pursuit form. Pursuits represent a dangerous and difficult task that receives much public and legal scrutiny when accidents, injuries, or death result. Pursuing officers and supervisors must justify their actions and, once they have decided to pursue, continuously evaluate the safety of their actions. No policy violations were noted from the pursuits that occurred. 3 out of the 5 pursuits that occurred were started from another agency and entered the City of Brenham. 3 of the pursuits were also terminated for the safety of drivers on the roadway.

Officers and supervisors were evaluating the conditions of the pursuits accurately, and no policy violations were committed, and no injuries occurred from the pursuits. At this current time there is no need to look at adjusting the departmental pursuit policy after its last revision from last year made by Chief Parker.

Sgt. S. Eilert

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Regular City Council
AGENDA ITEM 8.

Agenda Item: Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2021

Meeting Type: Regular Meeting-March 03, 2022

Department: Finance

Staff Contact: Stacy Hardy

SUMMARY STATEMENT:

State law requires that all general-purpose local governments publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, and on behalf of the Finance Department, I am proud to issue the Annual Comprehensive Financial Report of the City of Brenham for the fiscal year ended September 30, 2021.

At Thursday's council meeting, Michele Kwiatkowski, audit partner with Seidel Schroeder, will present the annual audit. A bound copy of the Annual Report was distributed to Mayor and City Council Members. This report will be on file for review in the City Secretary's Office. A copy can also be downloaded from the City of Brenham's website at www.cityofbrenham.org.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Accept the Audit from Seidel Schroeder for Fiscal Year 2021.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for Improvements to S. Chappell Hill Street and Martin Luther King Jr. Parkway and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

During the 2021-22 budget meetings it was decided that funds would be allocated to address Street Improvement Projects conducted by outside contractors. This would proactively address our road infrastructure needs and at the same time increase our Pavement Condition Index (PCI).

After evaluating the Street Inventory Report from 2020 it was our focus to improve the PCI rating from a 59 to a 70 by emphasizing the importance of improving our street infrastructure and providing a more stable driving surface on the streets that fell in the lower percentile of the street inventory ratings. At the February 3rd council meeting, council authorized the issuance and sales of the 2022 Certificates of Obligations for \$9.375 million dollars. In this amount, \$1.7 million dollars was dedicated for "Contractor Street Work".

Staff would like to get started on these improvements and has chosen two collector street sections, one being S. Chappell Hill St beginning at 290 Feeder Rd (Near Dairy Bar) and ending at S. Market Street (2,800 linear ft in length) Based on our Street Inventory this section is rated at a 49/100. The second section that we would like to improve would be Martin Luther King Pkwy between N. Park St and Burleson St. (2,200 linear ft in length) See attached map. This section has a low overall rating of 41/100. These enhancements will involve taking the street from asphalt sections to concrete sections that will provide a better riding surface, less maintenance and improve the structure of these roadways for many years. There will be some miscellaneous concrete work on curbs and sidewalks but most work will involve main lane improvements.

We have reached out to Strand and Associates to provide engineering services which includes topographic survey of the boundaries, preliminary and final design, permitting-related, bidding-related, and construction-related services for both roadway projects. To move forward Strand has prepared a professional services agreement which captures these services. The value of the PSA is \$170,000. We have also received an opinion of probable costs which is valued at \$1,695,000 for construction. We plan to get these sections under design and go out for bid to know exact costs by early summer.

We would like to ask council to approve moving forward with the Professional Service Agreement with Strand and Associates in the amount of \$170,000. If approved, we will begin design and bring back a construction contract within the next 120 days.

ATTACHMENTS:

- | |
|--|
| (1) Map of 2022 Contractor Street Improvements
(2) Strand PSA |
|--|

RECOMMENDED ACTION:

Approve a Professional Services Agreement between the City of Brenham and Strand Associates Inc. for improvements to South Chappell Hill Street and Martin Luther King Jr. Parkway, in an amount not to exceed \$170,000.00, and authorize the Mayor to execute any necessary documentation.
--



1 inch = 1,500 feet

2022 Contractor Street Improvements



**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF BRENHAM
PROJECT NO. _____
SOUTH CHAPPELL HILL STREET AND MARTIN LUTHER KING JR.
PARKWAY IMPROVEMENTS**

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

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

WITNESSETH:

WHEREAS, the City desires to design and replace existing pavement on South Chappell Hill Street with concrete pavement starting at the intersection on US 290 westbound feeder road and extending to South Market Street for approximately 2,800 linear feet (the existing curb and gutter shall remain), and to replace existing pavement on Martin Luther King Jr. Parkway with concrete pavement starting at the intersection of Burleson Street and extending east to North Park Street for approximately 2,200 linear feet (the existing curb and gutter shall remain), as further described in Part A of Attachment "A" (the "Project"); and

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

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

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

**SECTION I
SCOPE OF AGREEMENT**

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

SECTION II CHARACTER AND EXTENT OF SERVICES

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

SECTION III OWNERSHIP OF WORK PRODUCT

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

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is through February 29, 2024, beginning from the execution date of this Agreement. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

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

SECTION VI INDEMNIFICATION

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

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on the basis set forth in Attachment "A," up to an amount not to exceed \$170,000, as identified in Attachment "A."

SECTION VIII TERMINATION

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

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Jared Engelke, P.E.

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

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

SECTION X LIMIT OF APPROPRIATION

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

SECTION XI SUCCESSORS AND ASSIGNS

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

SECTION XII MODIFICATIONS

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

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

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

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

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI INSURANCE

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

SECTION XVII MISCELLANEOUS PROVISIONS

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

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

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

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an

individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

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

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.[®]


Joseph M. Bunker
Corporate Secretary


Date

ATTEST:

CITY OF BRENHAM, TEXAS

Jeana Bellinger
City Secretary

Date

Milton Y. Tate Jr.
Mayor

Date

ATTACHMENT "A"

PART A--SCOPE OF SERVICES

**CITY OF BRENHAM
PROJECT NO. _____
SOUTH CHAPPELL HILL STREET AND MARTIN LUTHER KING JR.
PARKWAY IMPROVEMENTS**

Description of Project

The Scope of Services is to provide topographic survey, preliminary and final design, permitting-related, bidding-related, and construction-related services for the South Chappell Hill Street and Martin Luther King Jr. Parkway pavement replacement project. The project is approximately 5,000 linear feet in length. The limits on South Chappell Hill Street extend from the intersection of US 290 westbound feeder road to South Market Street (approximately 2,800 linear feet in length), and the limits on Martin Luther King Jr. Parkway extend from the intersection of Burleson Street to North Park Street (approximately 2,200 linear feet in length). The existing curb and gutter will primarily remain on both street sections, with minor spot repair locations anticipated. Both street improvements will utilize the City-provided typical section for a Collector City street.

A. Basic Services

Data Collection and Survey

Perform data collection, review available records, perform topographic survey, and create base mapping. The topographic survey is anticipated to include from back of existing curb to back of existing curb on South Chappell Hill Street and features within the existing right-of-way on Martin Luther King Jr. Parkway.

Preliminary Design Services

1. Attend one kickoff meeting with City.
2. Prepare 50 percent design including:
 - a. Roadway plan and profile
 - b. Roadway typical section
 - c. Spot replacement of existing curb and gutter.
 - d. Spot replacement of existing concrete sidewalk on Martin Luther King Jr. Parkway.
 - e. Up to four curb ramps on Martin Luther King Jr. Parkway.
 - f. Roadway cross sections at 50-foot intervals
3. Prepare 50 percent design opinion of probable construction costs for the proposed pavement improvements.

4. Define preliminary regulatory permit requirements for the Texas Department of Transportation (TxDOT) and Burlington Northern Santa Fe (BNSF) Railroad.
5. Meet with City to review the 50 percent Design Documents, regulatory permit requirements, and potential utility impacts; and incorporate City comments, as appropriate.
6. Attend one meeting with BNSF Railroad to discuss proposed improvements within their right-of-way.

Final Design Services

1. Prepare 90 percent design drawings including:
 - a. Roadway plan and profile
 - b. Roadway typical section
 - c. Spot replacement of existing curb and gutter.
 - d. Spot replacement of existing concrete sidewalk on Martin Luther King Jr. Parkway.
 - e. Up to four curb ramps on Martin Luther King Jr. Parkway.
 - f. Roadway cross sections at 50-foot intervals
 - g. Miscellaneous construction details
 - h. Erosion control and site restoration plan
 - i. Pavement markings and signage plan
2. Prepare a traffic control schematic in-leu-of a traffic control plan. Single lane closures are anticipated to make streets one way during construction.
3. Prepare 90 percent design opinion of probable construction costs for the proposed improvements.
4. Meet with City to review the 90 percent design documents and incorporate City comments, as appropriate. Provide utility correspondence at the design review meeting.
5. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C700 Standard General Conditions of the Construction Contract, 2013 edition, technical specifications, and engineering drawings.
6. Prepare and submit TxDOT and BNSF Railroad permits, and assist City with obtaining permits.

Bidding-Related Services

1. Distribute Bidding Documents electronically through CivCast, available at www.civcastusa.com. Submit Advertisement to Bid to City for publishing.

2. Attend prebid meeting, prepare addenda, and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist City in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration Services, including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. Services are based on a 150-day construction schedule. Engineer's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.
2. Provide record drawings in paper format from information compiled from contractor's records. Engineer is providing drafting services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.
3. Provide resident project representative (RPR) for part-time observation of construction (eight hours per week) for up to 22 weeks. In furnishing observation services, Engineer's efforts will be directed toward determining for City that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 150-day construction schedule, which will need to be adjusted if the schedule is extended.
4. Provide construction materials testing during construction including testing and analysis of pavement subgrade, concrete and gutter, and pavement density.

PART B–BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

**CITY OF BRENHAM
PROJECT NO. _____
SOUTH CHAPPELL HILL STREET AND MARTIN LUTHER KING JR.
PARKWAY IMPROVEMENTS**

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

City shall compensate Engineer for Basic Services a lump sum of \$170,000.

Services	Fee
Data Collection and Survey	\$ 12,000
Preliminary Design Services	\$ 30,000
Final Design Services	\$ 40,000
Bidding-Related Services	\$ 8,000
Construction-Related Services	\$ 80,000
Total	\$170,000

ATTACHMENT "B"

INSURANCE

**CITY OF BRENHAM
PROJECT NO. _____
SOUTH CHAPPELL HILL STREET AND MARTIN LUTHER KING JR.
PARKWAY IMPROVEMENTS**



Regular City Council
AGENDA ITEM 10.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-013 Approving the Texas Subdivision and Special District Election and Release Forms Related to the Endo/Par and Teva Global Opioid Litigation Settlements

Meeting Type: Regular Meeting-March 03, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

Back in November 2021 the City Council approved a Resolution authorizing the city's participation into an agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet to approve the allocation of any and all opioid settlement funds within the State of Texas. At that time, the settlement allocation was with opioid manufacturer Johnson & Johnson and three major pharmaceutical distributors: AmericsourceBergen, Cardinal Health and McKesson.

Since the City is a part of that settlement, we were notified last week by the Attorney General's Office about another settlement with Endo/Par and Teva Pharmaceuticals USA, Inc. The approval of this Resolution and its attachments will secure the City's participation in this additional suit. The deadline to have this information submitted to the Attorney General is March 10, 2022.

ATTACHMENTS:

(1) Resolution No. R-22-013

RECOMMENDED ACTION:

Approve Resolution No. R-22-013 approving the Texas Subdivision and Special District Election and Release Forms related to the Endo/Par and Teva Global Opioid litigation settlements.

RESOLUTION NO. R-22-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS APPROVING THE TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORMS RELATED TO THE ENDO/PAR AND TEVA GLOBAL OPIOID LITIGATION SETTLEMENTS AND RELATED MATTERS

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

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

WHEREAS, Resolution No. R-21-031 approving the Texas Term Sheet (including the Intrastate Allocation Schedule) and Subdivision Settlement Participation Forms related to the global opioid litigation settlement was approved by City Council on November 4, 2021; and

WHEREAS, on February 3, 2022 the City was notified by the Texas Attorney General’s Office of the City’s option to participate in additional opioid settlements with Endo/Par and Teva; and

WHEREAS, the City Council of the City of Brenham desires to participate in these additional settlements;

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

1. The City Council supports the participation in the State of Texas’ additional settlements with Endo/Par and Teva; and
2. The City Council hereby finds as follows:
 - (a) There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - (b) The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND THE SETTLEMENT ALLOCATION TERM SHEET, previously approved by the City Council.

3. That the City Council hereby approves the Texas Subdivision and Special District Election and Release Forms related to settlement with defendants End/Par and Teva, attached hereto as Exhibits “A” and “B”.
4. The Mayor is authorized to execute any documentation necessary to implement the terms and provisions of this Resolution.

RESOLVED this 3rd day of March, 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



Regular City Council
AGENDA ITEM 11.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-22-014 Adopting New Policies and Procedures of Naming of City Facilities

Meeting Type: Regular Meeting-March 03, 2022

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

On February 17, 2022, staff members presented a proposed new Facility Naming Policy for Council's review and consideration. This is the associated action item.

ATTACHMENTS:

- (1) Resolution R-22-014
- (2) Work Session Presentation

RECOMMENDED ACTION:

Approve Resolution No. R-22-014 adopting New Policies and Procedures for Naming of City Facilities.

RESOLUTION NO. R-22-014

A RESOLUTION OF THE CITY OF BRENHAM, TEXAS ADOPTING NEW POLICIES AND PROCEDURES FOR NAMING OF CITY FACILITIES

WHEREAS, the City of Brenham (“City”) is a home-rule municipality located in Washington County, Texas, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 51.001, Texas Local Government Code, authorizes the City Council of the City of Brenham to adopt rules and regulations for the good government, peace, and order of the municipality, and necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, the City desires to seek sponsorship for naming rights for facilities as a method of obtaining funds to aid in their construction, maintenance, and operation; and

WHEREAS, the City Council desires to establish uniform policies and procedures for naming of all facilities in the City of Brenham to ensure names reflect well upon the City; and

WHEREAS, the Parks and Recreation Advisory Board recommends the adoption of the new Policies and Procedures for Naming of City Facilities; and

WHEREAS, it is in the best interest of the City of Brenham to accept the recommendation of the Parks and Recreation Advisory Board and adopt the Policy;

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

Section 1: The findings set forth hereinabove are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That Council hereby adopts the Policies and Procedures for Naming of City Facilities, attached hereto as “Exhibit A” and incorporated herein for all pertinent purposes.

Section 3: That the new Policies and Procedures Naming of City Facilities be in be in full force immediately upon passage and approval and supersede any prior existing policies.

PASSED and APPROVED this 3rd day of March, 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT A

POLICIES AND PROCEDURES FOR NAMING OF CITY FACILITIES

I. PURPOSE

The City of Brenham (the "City") acquires land and constructs public facilities that deserve naming that celebrates the City's history, environment, community, and citizen contributions. The purpose of this policy is to develop a systematic and consistent approach for the official naming of public facilities in the City that is fair and ensures a worthy and enduring legacy for the City.

In addition, the City may seek sponsorship for the naming rights for Facilities as a method of obtaining funds to aid in their construction, maintenance, and operation.

II. DEFINITIONS

Facilities: Includes all property assets owned by the City, including all buildings, structures, and grounds.

Amenities: City-owned assets within a Facility that are valued at \$15,000 or more, including but not limited to swimming pools, pavilions, tennis courts, large water features, trails, or meeting rooms.

Features: City-owned assets within a Facility that are valued at less than \$15,000, including but not limited to living trees, benches, and small fountains.

Naming Rights Agreement: An agreement whereby a corporation, organization, individual, or other entity purchases the right to name a Facility or Amenity.

III. NAMING CRITERIA AND GUIDELINES FOR FACILITIES AND AMENITIES

In order for a name to be considered, the proposed name for a Facility or Amenity must satisfy one of the following criteria:

- A. Be descriptive of a geographic location or a significant natural feature in or near the Facility or Amenity, or an adjoining subdivision, street, or school.
- B. Commemorate historical events, groups, or individuals that remain of continued importance to the City, Region, State, and/or Nation.
- C. Commemorate individuals who have a history of exceptional community service or contributions to the Facility or Amenity's best interests and purposes.
- D. Have historical, cultural, or social significance for future generations.
- E. Have been commonly used in an unofficial capacity by residents.

- F. Commemorate individuals and organizations who made significant contributions to the City's acquisition or development of the Facility or Amenity. The following circumstances may be considered in the naming of a Facility or Amenity after a donor, benefactor, or group:
1. Land for the majority of a Facility was deeded to the City;
 2. Contribution of a minimum of 75% of the capital construction costs associated with developing the Facility or Amenity, or
 3. If the Facility or Amenity has already been constructed, naming rights may be acquired by donating to the City at least 50% of the original construction cost.

IV. RESTRICTIONS

- A. Facility and Amenity names similar to names of other City Facilities and Amenities will not be considered to minimize confusion.
- B. Facilities will not be subdivided beyond the level of Amenities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- C. Names that might be considered discriminatory or derogatory will not be considered.
- D. Names will not advocate for or promote a political figure currently in office, political affiliation, ideology, or religion.
- E. Before approving a proposed name, the City will verify the character of all proposed honorees. The vetting process will be sufficiently rigorous to ensure that the honoree is of such a character that the name will hold honor and reflect well on the City for the entire lifetime of the Facility, Amenity, or Feature.
1. The City reserves the right to utilize any available resource, including but not limited to interviews and criminal background checks, during the vetting process in order to ascertain an individual honoree's good character.
 2. When the proposed honoree is a business or other organization, the City will consider the organization's membership, the organization's purpose and activities, and its reputation in the community.
 3. The City may reject the name choice for any finding that may call into question the individual's or organization's good character or reputation in the community.

V. PROCEDURES

Naming of Facilities

- A. A permanent name for a Facility should be finalized no later than the 50% completion mark in the construction or acquisition process. Prior to the permanent naming of a Facility, the location shall be referred to by its address or location designation until the Facility is given an official name.
- B. The Facilities Subcommittee of City Council will proceed with the naming of a Facility according to the following:

1. The Facility naming process is initiated with the approval of the design, construction, or acquisition of a Facility.
2. The Subcommittee may choose from a variety of sources for name recommendations (i.e., Council member, staff or donor recommendations, a historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens and/or community groups by submission to the Mayor, City Council, or City Manager.
3. All names for City Facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.
4. Names chosen based on donations from an individual or organization must be approved by Council as part of a Naming Rights Agreement.

Naming of Amenities

- A. Naming requests will be considered only for Amenities that are already existing or are included in the Capital Improvement Plan. All requests for the naming or renaming of an Amenity shall be made in writing to the Director of Public Works for Amenities within Parks Facilities. Requests for the naming of Amenities within all other Facilities shall be directed to the City Manager.
- B. Upon receipt, the Director of Public Works or the City Manager will:
 1. Review the proposed request for its adherence to this Policy, and
 2. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the Amenity's name.
- C. Naming suggestions for Amenities in Parks, and any associated Naming Rights Agreements, will be reviewed by the Parks and Recreation Advisory Board (PARB) before being brought to Council for consideration.
- D. The full City Council will have the final authority in accepting or rejecting the naming proposal by majority vote.

Naming of Features

- A. Individuals wishing to name a Feature to be located within a Park Facility should submit a request in writing to the Director of Public Works. For Features to be located in all other Facilities, the application should be made to the City Manager.
- B. A list of Parks Features available for donation and associated costs will be maintained by the Director of Public Works and be updated as he or she deems necessary. The donation amounts must, at minimum, cover the entire costs of acquisition and installation of the Feature. By adopting this Policy, it is the intent of Council to allow the list to be updated without prior approval by Council.
- C. As needed, but at least twice per year, staff will provide the PARB with a list of proposed donations of Parks Features for consideration and approval. Denial may be appealed by sending written notice to City Council, which may reverse the denial by majority vote.

- D. Requests for the installation and naming of Features in Facilities outside of Parks will be considered by the City Manager. Denial by the City Manager may be appealed by sending written notice to City Council, which may reverse the denial by majority vote.
- E. Benches: The City will choose the appropriate style and type of bench that will best withstand weather conditions and vandalism and conform to the benches already installed on City property and elsewhere. Benches will be installed adjacent to sidewalks or trails or near parking lots.
- F. Trees: The City will choose an appropriate 30–65-gallon tree which will best conform to weather conditions and surrounding landscaping. If the requestor chooses, a bronze plaque approximately 4" by 8" may be encased in a concrete base and installed at the base of the tree.
- G. The City will be responsible for the site selection and installation of the tree, bench, or other Feature, as applicable. Specific dates of planting or installation of the Feature cannot be guaranteed. Trees are typically planted between November 1 and March 1 to ensure proper establishment. Benches may be installed at any time during the year, conditions permitting.
- H. The City will be responsible for the maintenance and care of a Feature after installation. Although the City will make every reasonable attempt to place a tree where irrigation is available, the City is not responsible for the replacement of trees if they die.

VI. NAMING RIGHTS AGREEMENTS

- A. City Council and City staff will make all reasonable efforts to honor the provisions of an approved Naming Rights Agreement. All such agreements will provide that if unforeseen circumstances require alterations, City staff will have final authority to make necessary modifications.
- B. If the expense associated with acquisition, construction, and/or installation of a Facility or Amenity exceeds the estimates in a Naming Rights Agreement, City staff may modify the provisions of the Naming Rights Agreement in order to ensure City expenditures do not exceed amounts approved by City Council in the approved Agreement.
- C. Final details of the design and installation of the Facility or Amenity being constructed under a Naming Rights Agreement will be under the control of City staff. When necessary to facilitate construction or meet deadlines, City staff may make design changes without the presence or approval of the donor. If this occurs, staff will promptly notify the donor of the changes.
- D. Donors will not have authority to direct the work of staff or contractors involved with the design, construction, or installation of a Facility or Amenity.

VII. RENAMING

- A. The renaming of Facilities or Amenities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
 - 1. Facilities named by deed restriction shall not be considered for renaming.
 - 2. Facilities and Amenities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in the use of Facilities or for Facility demolitions.
- B. If it is decided by the City Council that it is in the best interest of the City to rename a Facility or Amenity, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this Policy.
- C. Features will not be renamed. If it is determined by the City Council that a Feature's existing name is not in the best interest of the City, Council may require the Feature to be removed, or the name may be removed from the Feature.
- D. Notwithstanding the other provisions of this Section, a Facility or Amenity may be renamed to reflect a change in name of the organization or individual after which it is named. The renaming must be approved by City Council, and associated costs will be the responsibility of the individual or organization requesting the change.

VIII. TERM

- A. Except as provided in Section VII, a Facility, Amenity, or Feature named under this Policy will retain its name as long as it is in use.
- B. When a Facility, Amenity, or Feature is destroyed, removed, or undergoes significant alterations in structure or purpose of use, the name may be removed.
- C. The City will use reasonable efforts to maintain all Facilities, Amenities, and Features named under this Policy; however, it will be under no obligation to replace a donated item should it be destroyed or removed before the end of its anticipated lifespan.

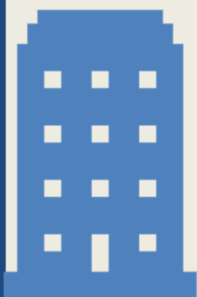
CITY OF BRENHAM FACILITY NAMING POLICY

Presentation to City Council
February 17, 2022

1

INTRODUCTION

Proposed names would need to satisfy one of six criteria (Sec. III):

- 
1. Be descriptive of the Facility or its location;
 2. Commemorate historical events, groups, or individuals;
 3. Honor an individual's community service or contribution to the Facility's interest/purpose;
 4. Have historical, social, or cultural significance;
 5. Have already been commonly used in an unofficial capacity by citizens, or
 6. Recognizes a significant donation for the acquisition or construction of the Facility to be named.

2

What is a “Significant Donation?”

Donation of land or 75% of the cost of acquisition or construction for a new Facility



50% of the original construction cost for an existing unnamed Facility



3

DEFINITIONS

Naming procedures will depend upon the category in which the asset to be named belongs.

“Facilities” includes all buildings, structures and land owned by the City. Facilities are further subdivided:

- **“Amenities”** are defined as assets within Facilities, that are valued at \$15,000 or more.
- **“Features”** are defined as assets within Facilities, that are valued at less than \$15,000.

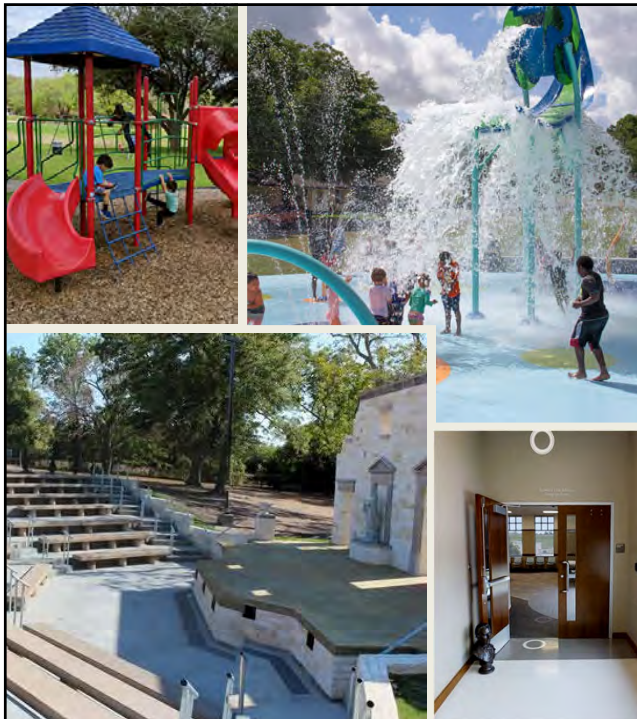
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FACILITIES

- Buildings and land owned by the City
- Examples
 - Hohlt Park
 - NCRM Library
 - Blue Bell Aquatic Center
 - Hasskarl Tennis Complex

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AMENITIES

- City-owned assets within a Facility valued at **\$15,000 or more.**
- Examples:
 - Play structures in City parks
 - Splashpad at Henderson Park
 - Roberta Cole Johnson Program Room in NCRM Library
 - In Hohlt Park, the Dr. Bobbie M. Dietrich Memorial Amphitheater, ball fields, and concession stand.
 - Therapy Pool in BBAC
 - Tennis Courts in Hasskarl Tennis Facility

6

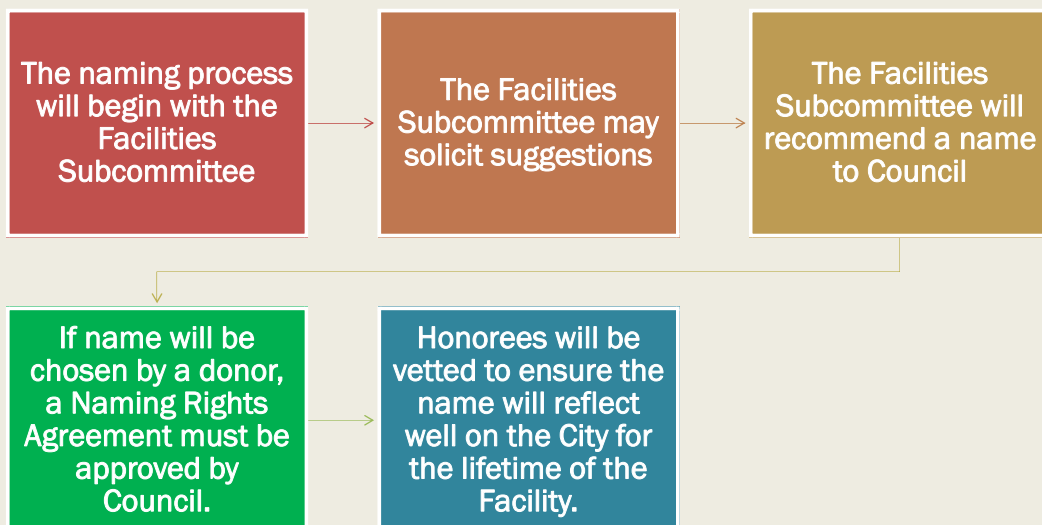
FEATURES

- City-owned assets within a Facility that are valued at **less than \$15,000**
- Examples:
 - Small flower gardens
 - Drinking Fountains
 - Trees
 - Park benches



7

Naming Procedures for Facilities



8

The Naming Rights Agreements

The requirement of a Naming Rights Agreement is how this Policy is kept flexible. This contract allows Council to:



- ☐ Negotiate the donation amount
- ☐ Prevent misunderstandings regarding the scope of the project
- ☐ Honor the donor's gift by including their goals and ideas in project planning
- ☐ Include conditional clauses that would prevent projects from going over budget
- ☐ Give City the final authority to direct work
- ☐ Limit the City's liability
- ☐ Address restrictions from grants or deeds
- ☐ Address unexpected circumstances not addressed in the policy

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Naming Procedures for Amenities

Amenity must already exist or be in Capital Improvement Plan

Requests/suggestions for naming an Amenity will be submitted to staff

Naming suggestions for Amenities in Parks will be reviewed by PARB.

Council will have the final authority to accept or reject a proposed name.

As with Facilities, if an Amenity is to be named by a donor a Naming Rights Agreement is required.

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Naming Procedures for Features



- A list of features available for donation and associated costs will be developed and maintained by the Parks Department. The cost will, at minimum, cover 100% of acquisition and installation costs.
- Individuals wishing to name a Feature will submit a request in writing to the Public Works Director or City Manager.
- Proposed donations to be located in Parks will be reviewed by the PARB for consideration and approval. All other proposed donations will be reviewed by the City Manager. Denial may be appealed to City Council.

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TERM LENGTH



A Facility, Amenity, or Feature named under this Policy will retain its name while it is in use for its original purpose.



If the asset is destroyed, removed, or undergoes significant alteration in structure or purpose of use, the name may be removed.



The City will maintain a donated item but will not be obligated to replace it if it is destroyed or removed before the end of its anticipated lifespan.



Renaming is highly discouraged and to be done only by Council and only under extraordinary circumstances.

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Regular City Council
AGENDA ITEM 12.

Agenda Item: Discuss and Possibly Act Upon an Ordinance on its First Reading to Grant a Non-Exclusive Franchise to Maroon Dumpsters, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 03, 2022

Department: Administration

Staff Contact: Karen Stack

SUMMARY STATEMENT:

Any business wishing to operate a roll-off dumpster service in the City of Brenham must obtain a non-exclusive franchise agreement with the City. The prospective franchisee must agree to certain conditions, including maintenance of appropriate insurance and payment of a 5% franchise fee. Maroon Dumpsters has requested a franchise agreement due to it having customers in the City of Brenham. They have agreed to the terms in the ordinance presented for your consideration. Public Works staff members recommend approval.

ATTACHMENTS:

- (1) Franchise Request
- (2) Ordinance

RECOMMENDED ACTION:

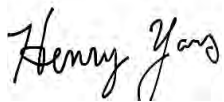
Approve an Ordinance on its First Reading to grant a non-exclusive franchise to Maroon Dumpsters, LLC to operate a roll-off container service for residents, businesses, and industries inside the City of Brenham city limits and authorize the Mayor to execute any necessary documentation.

February 17, 2022

Good afternoon,

I would like to formally request a franchise roll-off for the City of Brenham, Texas.

Respectfully,

A handwritten signature in black ink that reads "Henry Yanez". The signature is written in a cursive style with a large, stylized 'H' and 'Y'.

Henry Yanez

henry@maroondumpsters.com

(979)595-6446

ORDINANCE NO. O-_____

AN ORDINANCE GRANTING MAROON DUMPSTERS, LLC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as “CITY” desires to grant this franchise to Maroon Dumpsters, LLC, under the terms of this Agreement as set out below.

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

SECTION 1. DEFINITIONS

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as "container".

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as "compactor".

Maroon Dumpsters, LLC. Herein-after referred to as "Maroon". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2. GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

For and in consideration of the compliance by Maroon with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to Maroon a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

SECTION 3.
AUTHORITY FOR TO PROVIDE SERVICE

CITY hereby grants to Maroon the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

SECTION 4.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the CITY, Maroon shall utilize any Type I permitted landfill that Maroon deems appropriate and is authorized for disposal of all solid waste, which is collected by Maroon from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that Maroon shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by Maroon and its customers. Maroon shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

SECTION 6.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, Maroon agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of Maroon's monthly gross revenues generated from Maroon's provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by Maroon in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into Maroon's monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25th) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by Maroon to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7. ACCESS TO RECORDS & REPORTING

CITY shall have access to Maroon's records, billing records of those customers served by Maroon and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to Maroon's records shall be provided to CITY within ten (10) business days, after written notice to Maroon during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

- A. Reports of all complaints, investigations, and actions taken by Maroon with regard to services provided pursuant to this Agreement.
- B. A listing of all Maroon's accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

- A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or
- B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning Maroon that invoke Section 552.305.

SECTION 8. PLACEMENT OF CONTAINERS

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Maroon place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to Maroon the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

Maroon agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and Maroon will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9. CONTAINER MAINTENANCE

Maroon agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

SECTION 10.
COMPLAINTS REGARDING SERVICE/SPILLAGE

Maroon shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to Maroon within twenty four (24) hours of their receipt by CITY. Maroon shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by Maroon to respond and report to CITY on action taken within this twenty four (24) hour period may subject Maroon to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

Maroon agrees that during transport all vehicles used by Maroon in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. Maroon's vehicles shall at all times be clearly marked with Maroon's name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

Maroon agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by Maroon without unnecessary noise, disturbance, or commotion.

SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the ____ day of _____, 20____, constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize Maroon to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to Maroon an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to CITY of any solid waste

collected pursuant to the provisions of this agreement.

SECTION 14. INTERRUPTION OF SERVICE OR DEFAULT

A. Termination of Service. In the event that Maroon terminates service to any customer with the CITY limits for cause, Maroon must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

SECTION 15. FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time Maroon shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to Maroon, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Maroon shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

SECTION 16. INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault or default of Maroon, then Maroon shall indemnify and hold CITY harmless for such damage.

Maroon is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

Maroon shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by Maroon, its agents, employees, and representatives.

Maroon agrees to and shall indemnify and hold harmless CITY, its officers, agents and

employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Maroon under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17. INSURANCE

Maroon shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Maroon, its agents, representatives, volunteers, employees or subcontractors.

Maroon's insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the Maroon insurance and shall not contribute to it.

Maroon shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of \$500,000/\$500,000/ \$500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.
 - c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.
 - d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by Maroon without the specific prior written approval of the City Council. Any assignment by Maroon without prior written approval of the City Council shall be null and void.

SECTION 19. SAFETY

Maroon shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Maroon is solely responsible. In the carrying on of the work herein provided for, Maroon shall use all proper skill and care, and Maroon shall exercise all due and proper precautions to prevent injury to any property, person or persons. Maroon assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by Maroon's failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

**SECTION 20.
AD VALOREM TAXES**

Maroon agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

**SECTION 21.
NOTICES**

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham
P.O. Box 1059
Brenham, Texas 77834
ATTN: City Secretary

Maroon Dumpsters, LLC
PO Box 11648
College Station, TX 77842-1648
ATTN: Craig Conner

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**SECTION 22.
AMENDMENTS**

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

**SECTION 23.
SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

SECTION 24.
TERM OF AGREEMENT

The term of this Agreement shall be effective beginning on the _____ day of _____, 20____, being the date of acceptance by Maroon and shall terminate on September 30, 20__.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

SECTION 25.
ACCEPTANCE OF AGREEMENT

That Maroon shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

SECTION 26.
AUTHORIZATION TO EXECUTE

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

SECTION 27.
PUBLIC MEETING

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this ____ day of _____, 20__.

PASSED and APPROVED on its second reading this ____ day of _____, 20__.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary