



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 21, 2024 AT 1:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags - Councilmember Shannan Canales**
- 3. Special Recognition - Interim Police Chief Lloyd Powell**
- 4. Citizen Comments**

CONSENT AGENDA

5. 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.

- 5.a. Approve the Minutes from the March 7, 2024 Regular City Council Meeting**
- 5.b. Approve Ordinance No. 0-24-005 on Its Second Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services**
- 5.c. Approve Ordinance No. O-24-006 on Its Second Reading Amending the City of Brenham's FY23-24 Adopted Budget**
- 5.d. Approve Ordinance No. O-24-007 on Its Second Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on Approximately 28.09 Acres of Land Generally Located on Northwest Corner of W. Jefferson Street and N. Saeger Street, Being Further Described as a Portion of Tract 82 of the**

Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)

- 5.e. Approve Ordinance No. O-24-008 on Its Second Reading to Grant a Non-Exclusive Franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2023**
- 7. Discuss and Possibly Act Upon a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA) Related to Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation**
- 8. Discuss and Possibly Act Upon the Award of Bid No. CDV21-325 Related to Carrington Lane Roadway and Drainage Improvements and Authorize the Mayor to Execute Any Necessary Documentation**
- 9. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Waste Solutions USA, LLC. to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 10. 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.

EXECUTIVE SESSION

- 11. Section 551.074 - Texas Government Code - Personnel Matter - Discussion and Deliberation Regarding the Appointment, Employment, Evaluation and/or Duties of the City of Brenham Fire Chief**
- 12. Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**

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 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Monday, March 18, 2024 at 12:30 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2024 at _____ a.m./p.m.

Signature

Title

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, March 7, 2024 beginning at 1:00 PM in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

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

Members Absent:

Councilmember Paul LaRoche

City of Brenham Staff Present:

City Manager Carolyn Miller, City Attorney Cary Bovey, City Secretary/Director of Administrative Services Jeana Bellinger, Assistant General Manager of Public Utilities Alton Sommerfield, Director of Water/Wastewater Bobby Keene, Director of Finance Stacy Hardy, Director of Public Works Dane Rau, Strategic Budget Officer Tim McRoberts, Director of HR and Risk Management Susan Nienstedt, Police Chief Ron Parker, Acting Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Economic & Community Development Director Teresa Rosales, Karen Stack, Kyle Branham, Robin Hutchens, Shawn Bolenbarr, Jessica Perez, Christi Korth, Jean Luera, Marisol Urbina, Daniel McCracken, Interim Fire Chief Rhea Cooper, Steven Loving, Steven Eilert, Jose Perez, Tiffany Anderson, Curtiss Schoen, Kelvin Raven, Seth Klehm, and Brett Schroeder.

Citizens/Others Present:

Ken Watson, Marie Watson, Don Voelter, and Amy Miles.

Media Present:

Joshua Blaschke, KWHI, and Sarah Forsythe, Brenham Banner Press.

1. Call Meeting to Order

2. **Invocation and Pledges to the US and Texas Flags - Councilmember Leah Cook**
3. **Retirement Recognition - Ron Parker, Brenham Police Department**
4. **Service Recognition**
 - ◆ **Jon Babb - Wastewater Construction, 5 Years**
5. **Police Department Promotions**
 - ◆ **Jose Perez, Sergeant**
 - ◆ **Tiffany Anderson, Corporal**
6. **Citizen Comments**

No citizen comments were heard.

CONSENT AGENDA

7. Statutory Consent Agenda

- 7.b. **Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$148,659.84, for Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to table Item 7-b. related to a contract between the City of Brenham and the Lower Colorado River Authority (LCRA) in the amount of \$148,659.84 for tree trimming services to be provided by McCoy Tree Surgery, Inc. and authorize the Mayor to execute any necessary documentation.

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

- Yes:** Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright
- No:** None

Absent: Councilmember LaRoche

- 7.a. Approve the Minutes from the February 1, 2024 Regular City Council Meeting, February 15, 2024 Regular City Council Meeting, and February 22, 2024 Special City Council Meeting**
- 7.c. Approve a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA), in the Amount of \$95,219.54 for Substation Maintenance and Testing, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.d. Approve the Appointment of David Romo and Bridgit Williams to the City of Brenham's Police Citizens Advisory Board for Terms Ending on December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. Approve the Re-Appointment of Brian Ross to the City of Brenham's Police Citizens Advisory Board for a Term Ending December 31, 2026, and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.f. Approve the Ratification of a Purchase from ERAD Group, Inc. in the Amount of \$4,950.00, from Seized Narcotics Funds, Related to the Purchase of ERAD FCIS Solution Bundle and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve Consent Agenda Items 7.a. and 7.c. through 7.f. as presented.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

REGULAR SESSION

- 8. Discuss and Possibly Act Upon Approval of Ordinance No. O-24-004 of the City of Brenham, Texas, Authorizing the Issuance and Sale of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2024, Levying a Tax in Payment Thereof; Authorizing the Execution and Delivery of a Purchase Agreement and a Paying/Agent Registrar Agreement;**

Approving the Official Statement; and Enacting Other Provisions Relating Thereto

Director of Finance Stacy Hardy presented this item. Hardy advised that on January 4, 2024, City Council approved Resolution No. R-24-001 giving notice of intention to issue Certificates of Obligation (COs). Hardy advised that the Notice was published for two consecutive weeks in the local newspaper and has been posted continuously on the City's website for at least forty-five (45) days.

Hardy advised that the proceeds from the sale of these COs, in an amount not to exceed \$11 Million, will be used for the following purposes: (1) construction, acquisition and improvement of the City's waterworks system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; (2) construction, acquisition and improvement of the City's sanitary sewer system and facilities, including in each case the acquisition of land and rights-of-way in connection therewith; and (3) professional services incurred in connection with items (1) and (2), and to pay the costs incurred in connection with the issuance of the Certificates.

Hardy introduced the City's financial advisor, Jennifer Ritter, of Specialized Public Finance, who advised that ten (10) bids were received with PNC Capital Markets coming in the lowest with an interest rate of 3.506270%.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Ordinance No. O-24-004 of the City of Brenham, Texas, authorizing the issuance and sale of City of Brenham, Texas, Combination Tax Revenue Certificates of Obligation, Series 2024, levying a tax in payment thereof; authorizing the execution and delivery of a purchase agreement and a Paying/Agent Registrar Agreement; approving the official statement; and enacting other provisions relating thereto.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

WORK SESSION

9. Presentation and Discussion on the Tax Phase-In Compliance Review Committee

Director of Economic and Community Development Director Teresa Rosales presented this item. Rosales advised that the Joint Compliance Committee for Tax Phase-In, comprised of representatives appointed by both the City and Washington County, convened on January 26, 2024, to review compliance of each company that has an active Tax Phase-In Agreement. Rosales explained that the following companies applied for abatement in 2023:

- Blue Bell Creameries
- D Bar B Sausage
- Del Sol
- Double R Brand Foods
- Quest Specialty

Rosales stated that all the companies are in compliance with their respective Tax Phase-In Agreements.

10. Presentation and Discussion on FY 23-24 First Quarter Financial Reports

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that all funds experienced favorable actual to budget net revenues for the first quarter FY23-24 except the Electric Distribution Fund.

Fund	YTD Revenues & Other Sources	YTD Expenditures & Other Sources	Actual to Budget Comparison
General Fund	\$ 9,119,795	\$ 5,896,328	\$ 3,223,467
Electric Distribution	\$ 2,102,779	\$ 2,158,221	\$ (25,520)
Gas Distribution	\$ 395,022	\$ 392,724	\$ 16,536
Water	\$ 1,733,205	\$ 1,483,057	\$ 149,709
Wastewater	\$ 1,064,108	\$ 816,069	\$ 249,255
Sanitation	\$ 654,414	\$ 485,912	\$ 209,161
Drainage	\$ 176,353	\$ 117,070	\$ 59,283

McRoberts explained that the imbalance in the Electric Distribution Fund can be attributed to capital projects that have encumbered funds but have not yet been spent. McRoberts stated that staff will continue to watch operational expenditures closely to monitor the effects that persistent inflation is having on maintenance, supplies and labor.

RE-OPEN REGULAR SESSION

11. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the City of Brenham's FY23-24 Adopted Budget

Strategic Budget Officer Tim McRoberts presented this item. McRoberts advised that the budget is being amended for the Fund 220 Central Fleet for \$65,900 to replace a 2012 Vermeer trailer mounted jet excavator.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to approve an Ordinance on its first reading amending the City of Brenham's FY23-24 Adopted Budget.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Official Zoning Map of the City of Brenham, to Change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on Approximately 28.09 Acres of Land Generally Located on Northwest Corner of W. Jefferson Street and N. Saeger Street, Being Further Described as a Portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to remove this item from the table.

Mayor Kenjura called for a vote. The motion Passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

Director of Development Services Stephanie Doland presented this item. Doland

advised that the subject property is an approximate 28.09-acre tract of vacant land generally located on northwest corner of W. Jefferson Street and N. Saeger Street, being addressed as 1402 W. Jefferson Street and further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas. Doland advised that the property is currently zoned Single-Family Residential District (R-1). Doland advised that the property owner, Clayton and Kelli Collier and applicant, Daniel Beamon of Beamon Engineering, are requesting the 27.74-acres be rezoned to Planned Development District for the development of a single-family home subdivision.

Doland explained that at the City Council meeting on February 1, 2024 this item was tabled to give City staff and the applicants more time to meet with representatives from Grace Lutheran Church to discuss the N. Saeger Street extension and right-of-way alignment. Doland advised that staff and Strand Associates are working to finalize the intersection alignment but that the amount of right-of-way that will be needed is projected to be less than originally thought. Doland also advised the Ordinance has been modified to include updated amenities requested by the developer due to the construction cost of N. Saeger Street.

Dr. Don Voelter, representing Grace Lutheran Church, advised City Council that the Church has four specific requests of the City: (1) They would like to give up the least amount of land as possible; (2) they would like their brick signage to stay where it is; (3) they would like the City to build the Church a new circular driveway, if their driveway has to be moved for Saeger St.; and (4) the Church would like for a wooden privacy fence to be built along Saeger Street. Councilmember Canales requested which request was the most important for the Church, Voelter replied the wooden privacy fence.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve an Ordinance on its first reading amending the Official Zoning Map of the City of Brenham on its first reading amending the Official Zoning Map of the City of Brenham, to change the Zoning District from a Single-Family Residential District (R-1) to a Planned Development District (PDD) on approximately 28.09 acres of land generally located on Northwest Corner of W. Jefferson Street and N. Saeger Street, being further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (Case Number P-24-001)..

Mayor Kenjura called for a vote. The motion Passed with Council voting as follows:

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

13. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending the Rate Tariff Schedules for the City of Brenham Water Services

Utility Compliance Manager Daniel McCracken presented this item. McCracken advised that in September 2023, the City hired NewGen Strategies & Solutions to analyze and update the City's water rates. McCracken explained that the study was needed in order to determine if existing cost allocations among customer classes still applied or if adjustments needed to be made; and to ensure that rates were sufficient to cover the costs of the Water Plant Expansion and Groundwater Well Projects.

McCracken advised that the results and recommendations from NewGen's Water Rate Analysis were presented in the February 15th Work Session and that the Ordinance being presented is the first of three annual water rate increases to help recover the costs of the new water projects.

A motion was made by Councilmember Saunders and seconded by Councilmember Wright to approve an Ordinance on its first reading amending the rate tariff schedules for the City of Brenham water services.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

14. Discuss and Possibly Act Upon Award of Bid Concerning Project No. 65C-56C for the 2023 Brenham Business Center Sanitary Extension and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that in January the City and Strand Associates opened bids for the 2023 Brenham Business Center Sanitary Sewer Extension (Project No. 65C-56C). Bolenbarr explained that this project consisted of installing 3,001 feet of eight-inch gravity sewer, 595 feet of four-inch sewer force main, and a new 126 gallon per minute duplex lift station.

Bolenbarr advised that there were 5 bids received, with Texas KB Utilities, LLC being the lowest bidder at \$821,000.00. Bolenbarr advised that Texas KB Utilities has previously done work in the City and are currently constructing the Progress and Valley Drives Drainage Improvement Projects.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to award the bid concerning Project No. 65C-56C for the 2023 Brenham Business Center Sanitary Extension to Texas KB Utilities, LLC. in the amount of \$821,000.00 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

15. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Aqua Metric for Services Related to the Installation of a Second Advanced Metering Infrastructure Base Station and Authorize the Mayor to Execute Any Necessary Documentation

Public Utilities Project Manager Shawn Bolenbarr presented this item. Bolenbarr explained that the Public Utilities Department is looking to increase redundancy and capacity in the City's utility metering infrastructure. Bolenbarr advised that by adding the second Base Station it will ensure that the City always has the means to receive meter data in case of equipment malfunctions or weather-related damage such as wind or lightning. Bolenbarr advised that this will also enable more dedicated channels that result in higher network capacity by allowing more granular data and more data channels for future growth of the City.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Cook to approve an agreement between the City Of Brenham and Aqua Metric for services related to the installation of a second advanced metering infrastructure base station in an amount not to exceed \$67,667.41 and authorize the Mayor to execute any necessary documentation.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

16. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Repeal Ordinance No. O-15-019 Relating to the Non-Exclusive Franchise Granted to General Site Services (GSS) Dumpster Service to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside Brenham City Limits

Deputy City Secretary Robin Hutchens presented this item. Hutchens advised that General Site Services (GSS) has been delinquent with their Roll-Off Franchise payments since October 2022 and has not provided an updated Certificate of Insurance since 2023. Hutchens advised that staff has mailed several notices to General Site Services advising them about both the payments and the insurance violation. Hutchens advised that after no response, the staff's recommendation is to terminate the Roll-Off Franchise Ordinance No. O-15-019.

A representative from General Site Services, Amy Miles, advised that the family has been going through illnesses, and she will be taking a more active role in keeping the company up to date with the franchise agreement.

A motion was made by Councilmember Saunders and seconded by Councilmember Canales to reject an Ordinance on its first reading to repeal Ordinance No. O-15-019 relating to the non-exclusive franchise granted to General Site Services (GSS) Dumpster Service to operate a roll-off container service for residents, businesses, and industries inside Brenham City Limits.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright
No: None
Absent: Councilmember LaRoche

17. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits

Deputy City Secretary Robin Hutchens presented this item. Hutchens explained that per Section 11-70 of the Code of Ordinances, providers of roll-off services in the City Limits must obtain a franchise agreement from the City. Hutchens advised that the City currently has franchise agreements with thirteen (13) businesses for the provision of roll-off dumpster services within the City Limits. Hutchens explained that having multiple franchises allows citizens to request multiple quotes and obtain competitive

pricing.

Hutchens explained that the City was recently contacted by Tyler Smith, from Chunk My Junk, LLC DBA Drop and Go Dumpsters with a request for a franchise. Hutchens advised that Drop and Go Dumpsters is based out of Bryan, TX and has been in business since 2018. Hutchens explained that the ordinance being presented for your consideration grants Chunk My Junk, LLC DBA Drop and Go Dumpsters a non-exclusive contract and a non-franchise fee of 5% gross revenue will be paid monthly.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve an Ordinance on its first reading to grant a non-exclusive franchise to Chunk My Junk, LLC DBA Drop and Go Dumpsters to operate a roll-off container service for the residents, businesses, and industries inside Brenham City Limits.

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

Yes: Mayor Kenjura, Mayor Pro Tem Kolby, Councilmember Canales, Councilmember Cook, Councilmember Saunders, Councilmember Wright

No: None

Absent: Councilmember LaRoche

18. Administrative/Elected Officials Report

City Manager Carolyn Miller advised Council on the following:

- Brenham Fire Department Fish Fry is March 22nd
- The City has received 22 applicants for the open Fire Chief position

Council adjourned into the Executive Session at 2:48 p.m.

EXECUTIVE SESSION

19. Section 551.071, Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Commonwealth Development, Inc. v. City of Brenham, Texas; Fair Housing Case No. 06-22-3294-8

20. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding Legal Issues Concerning the City of Brenham Waste Water Treatment Plant, the Federal Emergency Management Agency, and Associated Matters

Executive Session adjourned at 3:26 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

ORDINANCE NO. O-24-005

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

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

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

SECTION I

The City Council of the City of Brenham, Texas does hereby adopt the Water Rate Schedules for water services set forth in the attached Exhibit "A" is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on or after April 1, 2024.

SECTION II

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit "A" shall be effective with utility billing occurring on and after April 1, 2024.

PASSED AND APPROVED, on its first reading this the 7th day of March 2024.

PASSED AND APPROVED, on its second reading this the 21st day of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

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

ALL SERVICES	600	610
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/23)	

GENERAL SERVICE - URBAN

RATE SCHEDULE - W-A

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$ \$25.35
3,001 – 10,000 gallons	\$5.56/1,000 gallons
10,001 – 25,000 gallons	\$6.96/1,000 gallons
25,001 and above	\$8.70/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$25.35.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	611
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	620
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-B

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$29.15
3,001 – 10,000 gallons	\$6.39/1,000 gallons
10,001 – 25,000 gallons	\$8.00/1,000 gallons
25,001 and above	\$10.00/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$29.15.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	621
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULE	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	630
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/19/2023)

TEMPORARY CONSTRUCTION SERVICE

RATE SCHEDULE W-D

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	\$28.01
3,001 – 10,000 gallons	\$7.70/1,000 gallons
10,001 – 25,000 gallons	\$9.62/1,000 gallons
25,001 and above	\$12.06/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be \$28.01.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	631
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	640
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-E

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$7.19/1,000 gallons
10,001 – 25,000 gallons	\$8.99/1,000 gallons
25,001 and above	\$11.26/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	641
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	642
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM SERVICE – URBAN

RATE SCHEDULE W-I

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$7.19/1,000 gallons
10,001 – 25,000 gallons	\$8.99/1,000 gallons
25,001 and above	\$11.26/1,000 gallons

MINIMUM CHARGES

No minimum monthly bill

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	643
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	650
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - URBAN

RATE SCHEDULE W-F

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$3.85/1,000 gallons
10,001 – 25,000 gallons	\$4.81/1,000 gallons
25,001 and above	\$6.03/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$24.65
1"	\$28.01
1 1/2"	\$36.41
2"	\$46.50
3"	\$70.03
4"	\$103.64
6"	\$187.67
8"	\$288.50

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

ALL SERVICES	600	651
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change effective 10/19/2023)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	660
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

GENERAL SERVICE - RURAL

RATE SCHEDULE W-G

APPLICABILITY

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

AVAILABILITY

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

RATES

First 3,000 gallons or less	SEE MINIMUM CHARGES
3,001 – 10,000 gallons	\$4.43/1,000 gallons
10,001 – 25,000 gallons	\$5.53/1,000 gallons
25,001 and above	\$6.93/1,000 gallons

MINIMUM CHARGES

The minimum monthly bill shall be ASSESSED ON WATER METER SIZE:

5/8" OR 3/4"	\$28.35
1"	\$32.21
1 1/2"	\$41.87
2"	\$53.48
3"	\$80.53
4"	\$119.19
6"	\$215.82
8"	\$331.78

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

ALL SERVICES	600	661
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	Supersedes Rate Change effective 10/19/2023)	

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

SPECIAL CONDITIONS OF SERVICE

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

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

ALL SERVICES	600	670
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

YARD SPRINKLER SYSTEM - RURAL

RATE SCHEDULE W-H

APPLICABILITY

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

AVAILABILITY

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

RATES

0 – 10,000 gallons	\$8.27/1,000 gallons
10,001 – 25,000 gallons	\$10.34/1,000 gallons
25,001 and above	\$12.95/1,000 gallons

MINIMUM CHARGES

No minimum monthly charge

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

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

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

ALL SERVICES	600	671
TARIFF	SECTION NO.	SHEET NO.
WATER RATE SCHEDULES	APRIL 1, 2024	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change effective 10/19/2023)	

SPECIAL CONDITIONS OF SERVICE

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

ORDINANCE NO. O-24-006

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2023-24 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2024, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2023-24 Budget for municipal purposes;

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

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2024, as shown on Exhibit A.

SECTION II.

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

PASSED AND APPROVED, on its first reading this the 7th day of March 2024.

PASSED AND APPROVED, on its second reading this the 21st day of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit A FY 2023-24 Budget Amendment #3

Year	Line Item	Amount	Expenditure
2024	220-6-000-602.20	\$ (65,900)	Transfer Out - Central Fleet Unreserved Fund Balance
2024	104-6-000-602.20	\$ 65,900	Transfer In - Water Fund From Central Fleet
2024	104-5-164-813.00	\$ (65,900)	Purchase 2024 Vermeer LP573XDT
		\$ (65,900)	

ORDINANCE NO. O-24-007

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO PLANNED DEVELOPMENT DISTRICT (PD) ON AN APPROXIMATELY 28.09 ACRE TRACT OF LAND BEING A PORTION OF TRACT 82 OF THE PHILLIP COE SURVEY, A-31, LOCATED GENERALLY ON THE NORTHWEST CORNER OF W. JEFFERSON STREET AND N. SAEGER STREET AND ADDRESSED AS 1402 W. JEFFERSON STREET, IN BRENHAM, WASHINGTON COUNTY, TEXAS

WHEREAS, the owners of the 28.09 acres of land generally located on northwest corner of W. Jefferson Street and N. Saeger Street, being further described as a portion of Tract 82 of the Phillip Coe Survey, A-31, in Brenham, Washington County, Texas (the "Property"), have requested that the Property be rezoned; and

WHEREAS, the owners have presented an application to the City for a PD District to allow the construction of a single-family residential development (Planning Area Exhibit A); and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of the public hearing and at least ten (10) days written notice of that hearing to the owners of the land within two hundred feet (200') of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the proposal to rezone the Property to a Planned Development District; and

WHEREAS, the Planning & Zoning Commission recommended unanimously on January 22, 2024, that City Council grant such proposal to rezone the Property to a Planned Development District; and

WHEREAS, the City Council deems it appropriate to grant such a proposed change in the zoning district classification of the Property as described and shown in Exhibit B;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED AS FOLLOWS:

SECTION I.

PURPOSE AND INTENT. The Wilkins Valley Planned Development District (“Wilkins Valley PD”) is intended to guide land use and physical development of the subject property. This development plan is enacted as a means to provide the City and the Developer with alternative standards set forth by the City for their mutual benefit. This Wilkins Valley PD is intended to improve property utilization by facilitating the highest and best uses, strengthening the area economy, and promoting the general welfare of the surrounding community. The Wilkins Valley PD reflects the goals of the City’s adopted Comprehensive Plan - Historic Past, Bold Future: Plan 2040 which establishes recommendations for developing quality neighborhood design. To this end, the Wilkins Valley Subdivision shall include public amenities such as, but not limited to, sidewalks, an interconnecting pedestrian concrete trail, landscaping, and parkland. The outlined amenities exceed City of Brenham subdivision standards and are intended to provide a valuable product for the Brenham community. The Wilkins Valley PD shall allow only single-family residential uses on approximately 28.09 acres of land out of a portion of Tract 82 of the Phillip Coe Survey, A-31, being generally on the northwest corner of the intersection of W. Jefferson Street and N. Saeger Street (Planning Area Exhibit A).

SECTION II.

DEFINITIONS. Terms that are not expressly defined herein below shall have the meanings set forth in the City of Brenham Code of Ordinances. Terms not defined in either this Wilkins Valley PD or the City of Brenham Code of Ordinances shall have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster’s Unabridged Dictionary.

- A. Wilkins Valley Residential Association, Inc. (“Residential Association”) – shall mean the residential homeowners’ association formed for the purpose of the enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for the Wilkins Valley Subdivision (Residential Property), including, but not limited to, maintenance of Common Areas, Landscaping and Sidewalk Trails, to be recorded in the Official Records of Washington County, Texas.
- B. Wilkins Valley Subdivision Declaration of Covenants, Conditions and Restrictions – shall mean the Declaration of Covenants, Conditions and Restrictions promulgated by the board of directors of the Residential Association and recorded in the Official Records of Washington County, Texas, as may be amended and/or supplemented from time to time.
- C. Front elevation – shall mean the front exterior appearance (façade) of a home.

SECTION III.

LAND USE AND PHYSICAL DEVELOPMENT. Unless stated otherwise herein, the physical development in this PD district shall comply with all development standards, codes, regulations and limitations of the City of Brenham Code of Ordinances that apply to a Residential (R-1) zoning district, and subject to additions, modifications or exceptions described herein below:

- A. No front elevations shall be repeated more than every third lot. Each home must have a different front elevation from the home across the street.
- B. Minimum square footage of each home shall be 1,225 square feet, exclusive of garages, porches, patios, and areas of the home that are not air-conditioned.
- C. Each single-family dwelling shall include, at a minimum, a two-car private, enclosed garage.
- D. Public sidewalks shall be constructed on one side of the public right-of-way within the development and shall be constructed in accordance with the City of Brenham Public Infrastructure Design Manual. Sidewalk segments shall be installed concurrently throughout the development.
- E. Common Areas, as shown on Planning Area Exhibit A, shall serve as public access passive parks to be maintained by the Residential Association. The following amenities shall be provided by the completion of Phase 1 and maintained by the Residential Association:
 - a. Minimum 200 square foot covered pavilion
 - b. Two (2) picnic tables
 - c. Two (2) benches
 - d. Two (2) tether ball pole
 - e. Three (3) hole disc golf course
- F. A minimum of 700 linear feet of concrete sidewalk, in accordance with the City of Brenham Infrastructure Design Manual, with exception that the sidewalk is to be 4 feet in width, along the floodplain and around the common area shall be constructed to connect to the public sidewalk system proposed throughout the subdivision.
- G. A curvilinear concrete sidewalk in accordance with the City of Brenham Infrastructure Design Manual shall be constructed adjacent to Saeger Street.
- H. A main entry monument sign and landscaping shall be provided at the entrance on N. Saeger Street.
- I. Prior to the first Certificate of Occupancy being issued, twelve (12) 4-inch caliper canopy trees shall be planted in the Common Area along N. Saeger Street.
- J. Prior to the first Certificate of Occupancy being issued, ten (10) 4-inch caliper canopy trees shall be planted in a designated Common Area adjacent to W. Jefferson Street. Credit for preservation of existing trees is permitted for canopy trees preserved which are greater than 4-inches in diameter.

SECTION IV.

SUBDIVISION OF LAND. The subdivision of land within the Wilkins Valley PD shall be in accordance with subdivision standards for properties in a Residential (R-1) zoning district with the following exceptions or additions to ordinary standards:

- A. The minimum lot width shall be forty-five (45) feet.
- B. The average lot depth shall not be less than 120 feet.
- C. The minimum lot area shall not be less than 5,400 square feet.
- D. The average lot area shall not be less than 6,600 square feet.
- E. Front yards shall have a minimum depth of twenty-five (25) feet as per current City Ordinance.
- F. Side yards shall have a minimum width of five (5) feet unless adjacent to a side street in which case the minimum side yard shall be fifteen (15) feet.
- G. Rear yards shall have a minimum depth of twenty-five (25) feet as per current City Ordinance.
- H. The minimum right-of-way width shall be fifty-five (55) feet of dedicated right-of-way with 31-foot-wide pavement, measured from back-of-curb to back-of-curb as per current City Ordinance.
- I. A utility easement shall be dedicated by plat for the maintenance of existing and proposed gravity sewer line connected to the existing City of Brenham lift station.
- J. An additional ten (10) feet of property shall be dedicated as Right-of-Way along the west side of the existing unimproved portion of Saeger Street Right-of-Way at the time the subject tract is platted. Saeger Street shall be constructed to the terminus of the existing undeveloped Right-of-Way, that is approximately 1,500 linear feet in length, by the developer to City of Brenham standards and shall be thirty-one (31) feet of concrete measured from back of curb to back of curb.
- K. Shall cooperate with Grace Lutheran Church and the City of Brenham for an improved street alignment at the intersection of N. Saeger Street and W. Jefferson Street.

SECTION V.

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

SECTION VI.

This Ordinance shall in no manner amend, change, supplement or revise any portion of any ordinance of the City, save and except the change in zoning classification for the Property provided herein subject to the regulations, restrictions, terms, and conditions of the Planned Development District provided for herein.

PASSED and APPROVED on its first reading this the 7th day of March 2024.

PASSED and APPROVED on its second reading this the 21st day of March 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

PLANNING AREA EXHIBIT A



EXHIBIT B



FIELD NOTES DESCRIPTION
OF A
28.09 ACRE TRACT
PHILIP COE LEAGUE SURVEY, ABSTRACT 31
BRENHAM, WASHINGTON COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 28.09 ACRES IN THE PHILIP COE LEAGUE SURVEY, ABSTRACT 31, IN BRENHAM, WASHINGTON COUNTY, TEXAS, BEING A PORTION OF A CALLED 35.31 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CLAYTON M. COLLIER AND WIFE, KELLI J. COLLIER RECORDED IN VOLUME 1601, PAGE 386 OF THE OFFICIAL PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS (OPRWCT); SAID 28.09 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the southwest line of a called 2.025 acre tract of land described in a deed to the City of Brenham recorded in Volume 1122, Page 281 (OPRWCT) said point being on the northeast line of said Collier tract; for reference a 1/2 inch iron rod found with orange plastic cap stamped 'HODDE & HODDE' found bears N 18° 24' 05" W a distance of 86.56 feet, from which a 1/2 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found in the south line of a called 140.41 acre tract of land described in a deed to Gregory Ko recorded in Volume 1879, Page 636 (OPRWCT), at the northeast corner of said Collier tract and the northwest corner of said 2.025 acre tract bears N 17° 49' 45" W a distance of 262.42 feet;

THENCE, with the common line of said Collier tract and said City tract for the following three (3) courses and distances:

- 1) **S 18° 24' 05" E**, a distance of **325.70 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found;
- 2) **S 17° 43' 33" E**, a distance of **773.22 feet** to a 5/8 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found for an angle point;
- 3) **S 41° 38' 57" W**, a distance of **30.54 feet** to a 5/8 inch iron rod with orange plastic cap stamped 'HODDE & HODDE' found on the northeast line of W. Jefferson Street at the southwest corner of said City Tract and the southeast corner hereof;

THENCE, with the southwest line of said Collier tract, along the northeast side of W. Jefferson Street and Section No. 1 of Woodson's Meadow Park filed in Slide 74A of the Plat Records of Washington County, Texas (PRWCT), **N 77° 05' 24" W**, for a distance of **674.95 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found at the northwest corner of Lot 22 of said Section No. 1 and the northeast corner of Lot 4 of Section 2, Meadow Park filed in Slide 114A (PRWCT);

THENCE, continuing with the southwest line of said Collier tract, same being the northeast line of Section 2, the following two (2) courses and distances:

- 1) **N 73° 53' 12" W**, a distance of **674.76 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found at an angle point in said line; and
- 2) **N 71° 57' 45" W**, a distance of **199.14 feet** to a point in an erosion control area at the northwest corner of Lot 11 of said Section 2 and the northeast corner of Lot 3C of Little Sandy Subdivision filed in Slide 725B (PRWCT)

THENCE, with the southwest line of said Collier tract and the northeast line of said Lot 3C, **N 72° 46' 52" W**, a distance of **74.81 feet** to a point for corner;

THENCE, through said Collier tract, **N 26° 15' 11" E**, a distance of **847.11 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found marking an angle point in south line of said Ko 140.41 acre tract (1879/636 OPRWCT) and the north line of said Collier tract;

THENCE, with the common line of said Collier tract and said Ko tract for the following two (2) courses and distances:

- 1) **N 73° 30' 34" E**, a distance of **322.09 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'MCCLURE BROWNE' found;
- 2) **N 74° 27' 40" E**, a distance of **218.86 feet** to a point for corner in said common line;

THENCE, through said Collier tract for the following seven (7) courses and distances:

- 1) **S 23° 01' 26" E** a distance of **256.62 feet** to an angle point;
- 2) **S 55° 20' 46" E** a distance of **37.45 feet** to an angle point;
- 3) **S 70° 14' 28" E** a distance of **42.23 feet** to an angle point;
- 4) **S 75° 14' 53" E** a distance of **45.00 feet** to an angle point;
- 5) **S 84° 09' 20" E** a distance of **39.46 feet** to an angle point;
- 6) **N 85° 34' 57" E** a distance of **37.75 feet** to an angle point;

- 7) N 71° 36' 48" E a distance of 66.67 feet to the POINT OF BEGINNING hereof and containing 28.09 acres of land, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000025160521 (calculated using GEOID12B). Reference drawing: 24-055-5 Standard Land Survey.


1/24/24

Michael Konetski

Registered Professional Land Surveyor No. 6531

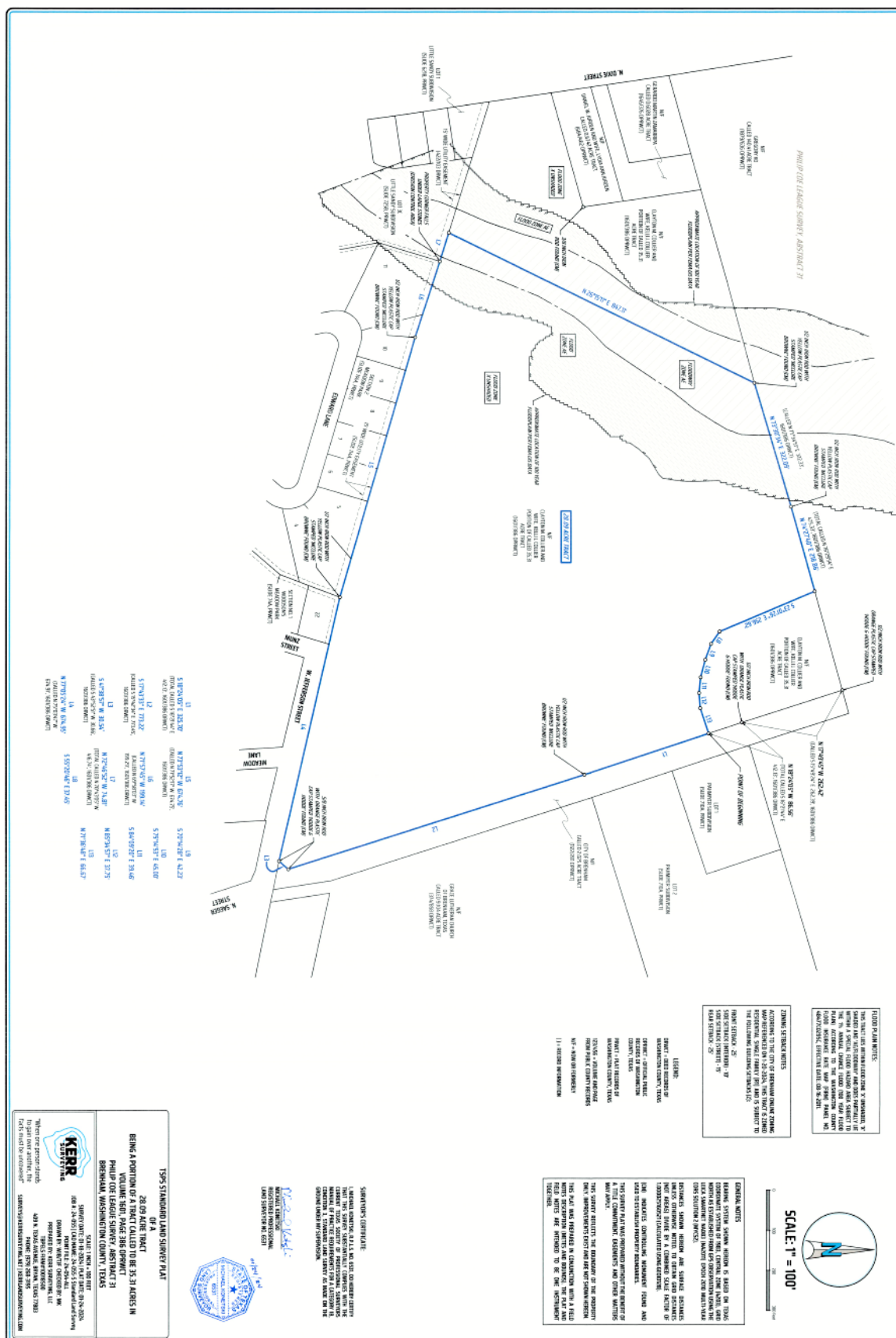


KERR SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803

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Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



ORDINANCE NO. O-24-008

AN ORDINANCE GRANTING CHUNK MY JUNK, LLC. DBA DROP AND GO DUMPSTERS, 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 Chunk My Junk, LLC. DBA Drop and Go Dumpsters, 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 non-putrescible 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".

Chunk My Junk, LLC. DBA Drop and Go Dumpsters. Herein-after referred to as "Drop and Go Dumpsters". 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters 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, Drop and Go Dumpsters shall utilize any Type I permitted landfill that Drop and Go Dumpsters deems appropriate and is authorized for disposal of all solid waste, which is collected by Drop and Go Dumpsters from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that Drop and Go Dumpsters shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by Drop and Go Dumpsters and its customers. Drop and Go Dumpsters 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, Drop and Go Dumpsters 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 Drop and Go Dumpsters monthly gross revenues generated from Drop and Go Dumpsters provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by Drop and Go Dumpsters in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into Drop and Go Dumpsters 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 as a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by Drop and Go Dumpsters 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 Drop and Go Dumpsters records, billing records of those customers served by Drop and Go Dumpsters 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 Drop and Go Dumpsters records shall be provided to CITY within ten (10) business days, after written notice to Drop and Go Dumpsters 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 Drop and Go Dumpsters with regard to services provided pursuant to this Agreement.
- B. A listing of all Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

Drop and Go Dumpsters 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 Drop and Go Dumpsters 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**

Drop and Go Dumpsters 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**

Drop and Go Dumpsters 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 Drop and Go Dumpsters within twenty-four (24) hours of their receipt by CITY. Drop and Go Dumpsters 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 Drop and Go Dumpsters to respond and report to CITY on action taken within this twenty four (24) hour period may subject Drop and Go Dumpsters to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

Drop and Go Dumpsters agrees that during transport all vehicles used by Drop and Go Dumpsters 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. Drop and Go Dumpsters vehicles shall at all times be clearly marked with Drop and Go Dumpsters name in letters not less than three (3) inches in height.

SECTION 11. **OBEISANCE OF LAWS**

Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 21st day of March, 2024, 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters terminates service to any customer with the CITY limits for cause, Drop and Go Dumpsters 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters, 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 Drop and Go Dumpsters 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 Drop and Go Dumpsters, then Drop and Go Dumpsters shall indemnify and hold CITY harmless for such damage.

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

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

Drop and Go Dumpsters 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 Drop and Go Dumpsters 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**

Drop and Go Dumpsters 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 Drop and Go Dumpsters, its agents, representatives, volunteers, employees, or subcontractors.

Drop and Go Dumpsters 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 Drop and Go Dumpsters insurance and shall not contribute to it.

Drop and Go Dumpsters shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage 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 Drop and Go Dumpsters without the specific prior written approval of the City Council. Any assignment by Drop and Go Dumpsters without prior written approval of the City Council shall be null and void.

SECTION 19.
SAFETY

Drop and Go Dumpsters 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 Drop and Go Dumpsters is solely responsible. In the carrying on of the work herein provided for, Drop and Go Dumpsters shall use all proper skill and care, and Drop and Go Dumpsters shall exercise all due and proper precautions to prevent injury to any property, person or persons. Drop and Go Dumpsters assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by Drop and Go Dumpsters 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

Drop and Go Dumpsters 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

Drop and Go Dumpsters
6517 FM 974
Bryan, TX 77808
ATTN: Tyler Smith

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 21st day of March, 2024, being the date of acceptance by Drop and Go Dumpsters and shall terminate on September 30, 2024.

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 Drop and Go Dumpsters 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 7th day of March, 2024.

PASSED and APPROVED on its second reading this 21st day of March, 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 6**

Agenda Item: Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2023

Meeting Date: March 21, 2024

Department: Finance

Staff Contact: Stacy Hardy, Finance Director

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 audited financial statements for the fiscal year ended September 30, 2023.

At today'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 the 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

RECOMMENDATION:

Accept the Audit from Seidel Schroeder for Fiscal Year 2023.



City Council Regular Meeting **AGENDA ITEM 7**

Agenda Item: Discuss and Possibly Act Upon a Customer Services Contract Between the City of Brenham and the Lower Colorado River Authority (LCRA) Related to Tree Trimming Services to be Provided by McCoy Tree Surgery, Inc. and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 21, 2024

Department: Public Utilities

Staff Contact: Alton Sommerfield, Deputy GM of Public Utilities

SUMMARY STATEMENT:

Each year the City of Brenham contracts with LCRA for our annual tree trimming services. This contract is executed through our Technical Service Agreement between LCRA and the City of Brenham dated January 18, 1980. LCRA bids out this service every 5-years and McCoy Tree Surgery was the selected provider. They will perform the work in accordance with the terms and specifications required by LCRA.

LCRA does charge a 5% administration fee to cover the costs of bidding this service out and managing the project from start to finish. This year McCoy will trim approximately 108 miles of overhead electrical lines and 26 miles of areas around underground lines.

The total contact is for \$148,659.84 and was budgeted in the 2023-2024 budget process at \$155,000.00.

ATTACHMENTS:

1. LCRA Customer Service Contract
2. Tree Trimming Map

RECOMMENDATION:

Approve a Customer Services Contract between the City of Brenham and the Lower Colorado River Authority (LCRA) related to tree trimming services to be provided by McCoy Tree Surgery, Inc. in the amount of \$148,659.84 and authorize the Mayor to execute any necessary documentation.

**CUSTOMER
SERVICES CONTRACT**

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

DATE SUBMITTED: February 1, 2024

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 9 crew-week of trimming
Estimated Services Value:	\$ 141,580.80 per year (direct charge from McCoy)
Total Amount of Services (includes LCRA Fee):	\$ 148,659.84 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 April 29, 2024, with a 9 week completion.

CONTRACT PRICE:

LCRA Administration Fee: \$ 7,079.04
The Administration Fee will be added to the Customer's monthly power bill upon execution of contract. (or invoiced direct as applicable).

City of Brenham

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: VP, Trans Const & Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	2023 Rate
Supervisor/General Foreperson	\$61.46	1 \$	61.46
Foreperson	\$47.95	1 \$	47.95
Trimmer	\$41.40	1 \$	41.40

Equipment

Chain Saws (each)	0.92	1 \$	0.92
Bucket Truck with Chip bed	18.07	1 \$	18.07
Chipper	6.92	1 \$	6.92
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$61.46	1 \$	61.46
GF Pickup	\$14.82	1 \$	14.82
Foreperson	\$47.95	2 \$	95.90
Trimmer	\$41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84

Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	9.0	\$	141,580.80
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	141,580.80	Note: This is the estimated direct
Average/week	\$	15,731.20	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: \$ 7,079.04

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	148,659.84	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	16,517.76	

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").

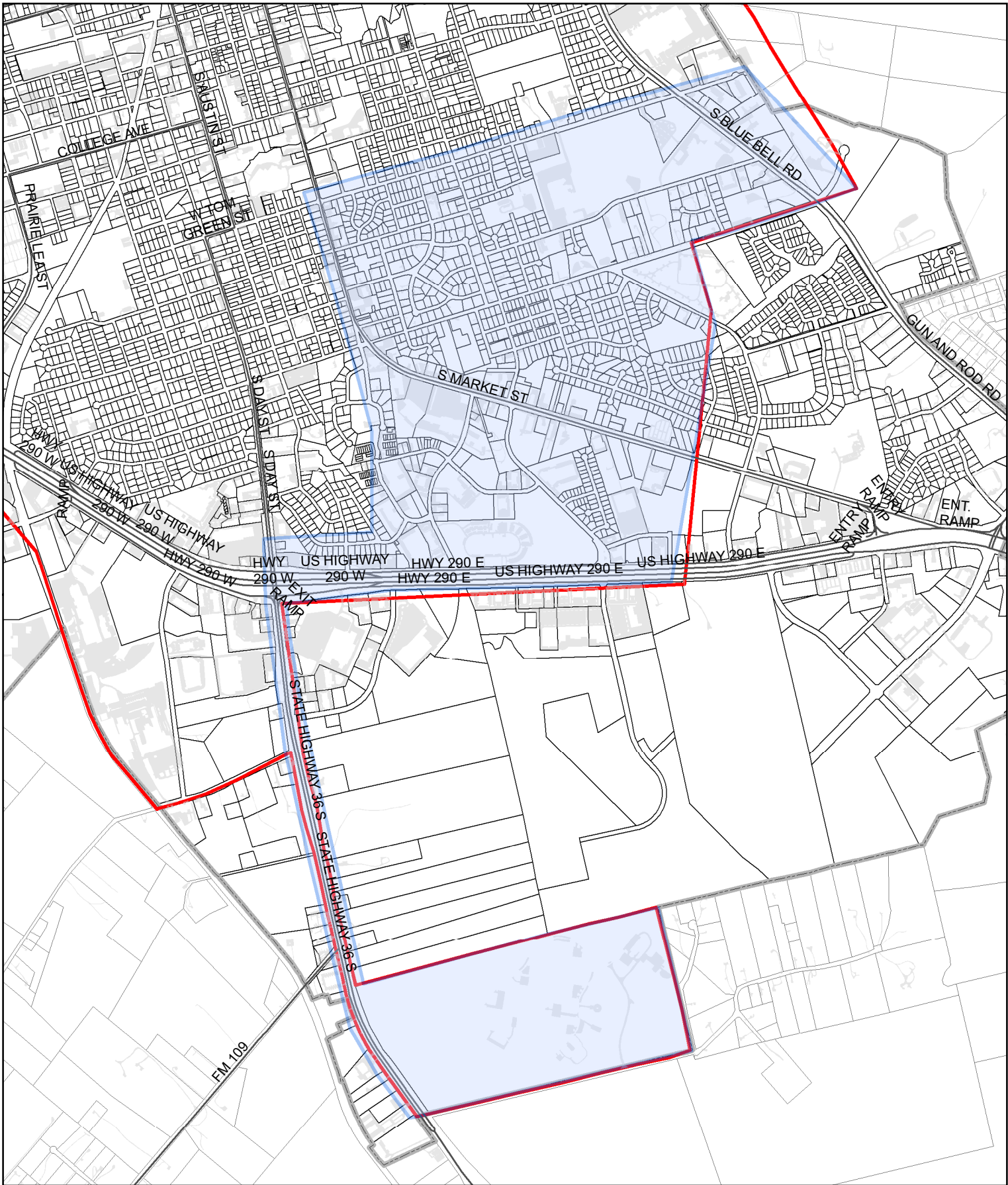
LCRA will add a 5% fee to Customer's wholesale power bill to cover administration of this program.

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.





City of Brenham Tree Trimming

1 inch = 1,800 feet



-  Tree Trimming
-  Electric Service Area



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: Discuss and Possibly Act Upon the Award of Bid No. CDV21-325 Related to Carrington Lane Roadway and Drainage Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: March 21, 2024

Department: Public Works

Staff Contact: Dane Rau, Director of Public Works

SUMMARY STATEMENT:

On February 1, 2024, City of Brenham staff, Strand Associates and Public Management opened bids related to the Carrington Ln roadway and drainage improvements. This has been a planned improvement project that the City of Brenham received a grant through the Texas Department of Agriculture Community Development Block Grant in 2021. The total grant amount was \$350,000. This was the maximum amount through TDA at the time.

The scope of work consists of widening the old roadway to 26 feet of new asphalt rather than the 20 feet currently, adding concrete curb and gutter, adding a cul-de-sac for better maneuverability at the dead end, as well as inlets and drainage pipe that provide adequate drainage to this area. This area was annexed in 2008. Currently, this roadway is exactly how we received it when we annexed it. With these residents in the city limits, it has been our goal to improve these areas, as we have done throughout town on residential streets with a wider street and provide curb and gutter to relieve drainage issues.

We had a total of 3 bids submitted. The lowest bidder was Solid Bridge Construction, which came in at \$567,979. The other two bids were much higher. We have debated about this project and the significant cost increase since we received the grant in 2021. We have a mechanism in which to proceed. We would like to make an impact in this area by using a combination of grant funds, drainage fee funds and past certificates of obligation to complete this project. Through the grant, we were expected to contribute 20% or \$70,000 toward the grant as matching funds. Now we are looking at \$192,486 from the certificates of obligation and \$115,493 from the drainage fund totaling \$307,979 above the grant amount to complete this project.

ATTACHMENTS:

1. Bid Tabulation
2. Carrington Lane Map

RECOMMENDATION:

Approve the award of Bid No. CDV21-325 related to Carrington Lane Roadway and Drainage Improvements to Solid Bridge Construction, LLC in the amount of \$567,979.00 and authorize the Mayor to execute any necessary documentation.

Bids Received: 10 A.M.
February 1, 2024

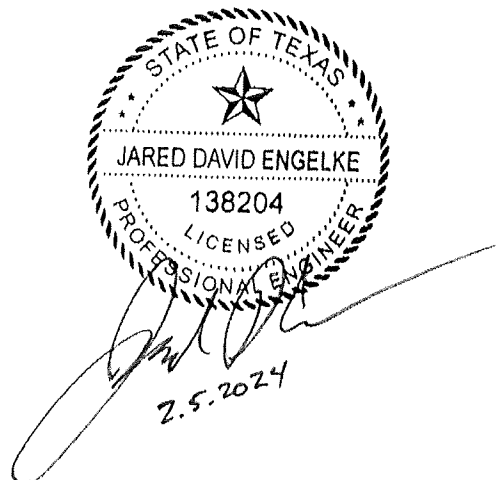
STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENHAM, TEXAS
2021 TXCDBG TDA STREET AND DRAINAGE IMPROVEMENTS
TXCDBG CONTRACT NO.: CDV21-0325

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
Solid Bridge Construction, LLC 3104 I-45 South New Waverly, TX 77358	5%	Yes	\$567,979.00
Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426	5%	Yes	\$788,000.00
Texas Materials Group, Inc. 23990 State Hwy 6 Navasota, TX 77868	5%	Yes	\$866,316.00

Reviewed by: JARED D. ENGELKE, P.E.



Bids Received: 10 A.M., February 1, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF BRENHAM
BRENNHAM, TEXAS

2021 TXCDBG TDA STREET AND DRAINAGE IMPROVEMENTS
TXCDBG CONTRACT NO.: CDV21-0325

BID TABULATION BREAKDOWN

				Solid Bridge Construction, LLC 3104 I-45 South New Waverly, TX 77358		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		Texas Materials Group, Inc. 23990 State Hwy 6 Navasota, TX 77868	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 86,392.30	\$ 86,392.30	\$ 80,000.00	\$ 80,000.00
2.	SWPPP	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 10,875.00	\$ 10,875.00	\$ 10,000.00	\$ 10,000.00
3.	Perform Vegetation Clearing and Grubbing	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 15,750.00	\$ 15,750.00	\$ 37,000.00	\$ 37,000.00
4.	Remove and Dispose of Existing Concrete Valley Gutter Pavement	30	SY	\$ 25.00	\$ 750.00	\$ 63.00	\$ 1,890.00	\$ 25.00	\$ 750.00
5.	Remove and Dispose of 12-IN CMP	55	LF	\$ 15.00	\$ 825.00	\$ 31.50	\$ 1,732.50	\$ 20.00	\$ 1,100.00
6.	Remove and Dispose of Existing Chain Link Fence and Two Gates	177	LF	\$ 7.00	\$ 1,239.00	\$ 15.75	\$ 2,787.75	\$ 8.00	\$ 1,416.00

				Solid Bridge Construction, LLC 3104 I-45 South New Waverly, TX 77358		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		Texas Materials Group, Inc. 23990 State Hwy 6 Navasota, TX 77868	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
7.	Remove and Dispose of Existing Concrete Sidewalk	40	SF	\$ 8.00	\$ 320.00	\$ 5.25	\$ 210.00	\$ 10.00	\$ 400.00
8.	Remove and Dispose of Existing Concrete Driveway	1,760	SF	\$ 4.00	\$ 7,040.00	\$ 5.25	\$ 9,240.00	\$ 5.00	\$ 8,800.00
9.	Remove and Dispose of Existing Utility Post	1	EA	\$ 250.00	\$ 250.00	\$ 210.00	\$ 210.00	\$ 500.00	\$ 500.00
10.	Relocate Existing Fire Hydrant and Hydrant Lead	1	EA	\$ 4,250.00	\$ 4,250.00	\$ 4,350.00	\$ 4,350.00	\$ 5,000.00	\$ 5,000.00
11.	Adjust Existing Water Service	10	EA	\$ 650.00	\$ 6,500.00	\$ 1,380.00	\$ 13,800.00	\$ 2,000.00	\$ 20,000.00
12.	Extend and Adjust Existing Water Meter to Finished Grade	3	EA	\$ 1,150.00	\$ 3,450.00	\$ 1,380.00	\$ 4,140.00	\$ 1,500.00	\$ 4,500.00
13.	Adjust Existing Sanitary Sewer Service	11	EA	\$ 1,150.00	\$ 12,650.00	\$ 1,235.00	\$ 13,585.00	\$ 2,000.00	\$ 22,000.00
14.	Cement Stabilization of Materials in Place, 8-IN	2,945	SY	\$ 7.00	\$ 20,615.00	\$ 15.75	\$ 46,383.75	\$ 15.00	\$ 44,175.00
15.	Cement Treatment, Road Mixed (5% by Dry Weight For Quantity Estimating Purposes)	55	T	\$ 310.00	\$ 17,050.00	\$ 446.25	\$ 24,543.75	\$ 330.00	\$ 18,150.00
16.	Hot Mix Asphaltic Concrete Pavement, Type D	330	T	\$ 225.00	\$ 74,250.00	\$ 173.25	\$ 57,172.50	\$ 220.00	\$ 72,600.00

				Solid Bridge Construction, LLC 3104 I-45 South New Waverly, TX 77358		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		Texas Materials Group, Inc. 23990 State Hwy 6 Navasota, TX 77868	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
17.	Reinforced Concrete Curb and Gutter with piers, CIP	1,620	LF	\$ 32.00	\$ 51,840.00	\$ 28.60	\$ 46,332.00	\$ 46.00	\$ 74,520.00
18.	Reinforced Concrete Valley Gutter Pavement	30	SY	\$ 95.00	\$ 2,850.00	\$ 113.40	\$ 3,402.00	\$ 120.00	\$ 3,600.00
19.	Reinforced Concrete Sidewalk, 4-IN	20	SF	\$ 20.00	\$ 400.00	\$ 14.70	\$ 294.00	\$ 115.00	\$ 2,300.00
20.	Reinforced Concrete Driveway, 6-IN	558	SY	\$ 60.00	\$ 33,480.00	\$ 88.20	\$ 49,215.60	\$ 160.00	\$ 89,280.00
21.	6-IN Flex Base Driveway, CIP	202	SY	\$ 45.00	\$ 9,090.00	\$ 78.75	\$ 15,907.50	\$ 45.00	\$ 9,090.00
22.	Install New 12-Inch RCP Class III, Complete in Place	573	LF	\$ 80.00	\$ 45,840.00	\$ 158.85	\$ 91,021.05	\$ 135.00	\$ 77,355.00
23.	Install New 18-Inch RCP Class III, Complete in Place	734	LF	\$ 110.00	\$ 80,740.00	\$ 177.95	\$ 130,615.30	\$ 170.00	\$ 124,780.00
24.	Furnish and Install 3-FT by 3-FT Junction Box, CIP	2	EA	\$ 5,100.00	\$ 10,200.00	\$ 4,425.00	\$ 8,850.00	\$ 6,000.00	\$ 12,000.00
25.	Furnish and Install 5-FT Curb Inlet, CIP	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 4,860.00	\$ 4,860.00	\$ 6,000.00	\$ 6,000.00
26.	Furnish and Install 5-FT Curb Inlet under pavement, CIP	4	EA	\$ 7,500.00	\$ 30,000.00	\$ 4,860.00	\$ 19,440.00	\$ 9,000.00	\$ 36,000.00

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				Solid Bridge Construction, LLC 3104 I-45 South New Waverly, TX 77358		Texas KB Utilities, LLC 9230 FM 1371 Chappell Hill, TX 77426		Texas Materials Group, Inc. 23990 State Hwy 6 Navasota, TX 77868	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
27.	Move and Relocate Sign on New Sign Base	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00
28.	Provide Trench Safety for all Storm Sewer and Utility Relocations, All Trench Depths	1,500	LF	\$ 2.00	\$ 3,000.00	\$ 1.45	\$ 2,175.00	\$ 2.00	\$ 3,000.00
29.	Excavation, Grading, and Shaping	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 59,875.00	\$ 59,875.00	\$ 60,000.00	\$ 60,000.00
30.	Traffic Control According to the Texas Manual on uniform Traffic Control Devices (TMUTCD)	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 5,250.00	\$ 5,250.00	\$ 10,000.00	\$ 10,000.00
31.	Construction Materials Testing	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 25,375.00	\$ 25,375.00	\$ 2,000.00	\$ 2,000.00
32.	Site Restoration, Seeding, and Cleanup	1	LS	\$ 16,850.00	\$ 16,850.00	\$ 18,625.00	\$ 18,625.00	\$ 20,000.00	\$ 20,000.00
33.	Perform Water Line Lowering	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 5,800.00	\$ 11,600.00	\$ 4,000.00	\$ 8,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 33					\$ 567,979.00		\$ 788,000.00		\$ 866,316.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 33					\$ 567,979.00		\$ 788,000.00		\$ 866,316.00

Reviewed by Brent Gaskamp





City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Waste Solutions USA, LLC. to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits

Meeting Date: March 21, 2024

Department: Administration

Staff Contact: Robin Hutchens, Deputy City Secretary

SUMMARY STATEMENT:

Roll-Off dumpster service is the delivery and removal of large (10-40) dumpsters for temporary use on private property. Per Section 11-70 of the Code of Ordinances, providers of roll-off services in the City Limits must obtain a franchise agreement from the City. The City currently has franchise agreements with thirteen (13) businesses for the provision of roll-off dumpster services within the City Limits. Having multiple franchises allows citizens to request multiple quotes and obtain competitive pricing.

The City was recently contacted by Cindy Lynn, from Waste Solutions USA, LLC. with a request for a franchise. Waste Solutions is based out of Brookshire, TX. The ordinance being presented for your consideration grants Waste Solutions USA, LLC. a non-exclusive contract and a 5% non-franchise fee of gross revenue will be paid monthly.

ATTACHMENTS:

1. Waste Solutions Request for Franchise Letter
2. Ordinance on its first reading - Waste Solutions USA, LLC.

RECOMMENDATION:

Approve an Ordinance on its first reading to grant a non-exclusive franchise to Waste Solutions USA, LLC. to operate a roll-off container service for the residents, businesses, and industries inside Brenham City Limits.



**Lima Demolition
& Cleanup Services**
We Do What We Say

March 2, 2024

Robin Hutchens, Deputy City Secretary
City of Brenham
200 West Vulcan Street
Brenham, Texas 77833

Dear Ms. Hutchens:

Please consider this letter as an Official Request for a Franchise Agreement. Should you have any questions or require additional information, please do not hesitate to let me know. Look forward to your follow-up.

Respectfully yours,

Cindy Lynn, Sales
Waste Solutions USA LLC

Lima Demolition & Cleanup Services LLC



ORDINANCE NO. O-__-____

AN ORDINANCE GRANTING WASTE SOLUTIONS USA, 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 Waste Solutions USA, 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 generate 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".

Waste Solutions USA, LLC., Herein-after referred to as "FRANCHISEE". 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 FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE 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, FRANCHISEE shall utilize any Type I permitted landfill that FRANCHISEE deems appropriate and is authorized for disposal of all solid waste, which is collected by FRANCHISEE from within the corporate limits of the CITY.

SECTION 5
RATES TO BE CHARGED

A written Schedule of Rates that FRANCHISEE shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by FRANCHISEE and its customers. FRANCHISEE 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, FRANCHISEE 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 FRANCHISEE'S monthly gross revenues generated from FRANCHISEE'S provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by FRANCHISEE in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into FRANCHISEE'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 FRANCHISEE 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 FRANCHISEE'S records, billing records of those customers served by FRANCHISEE 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 FRANCHISEE'S records shall be provided to CITY within ten (10) business days, after written notice to FRANCHISEE 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 FRANCHISEE with regard to services provided pursuant to this Agreement.
- B. A listing of all FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

FRANCHISEE 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 FRANCHISEE 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

FRANCHISEE 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

FRANCHISEE 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 FRANCHISEE within twenty-four (24) hours of their receipt by CITY. FRANCHISEE 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 FRANCHISEE to respond and report to CITY on action taken within this twenty-four (24) hour period may subject FRANCHISEE to a \$25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

FRANCHISEE agrees that during transport all vehicles used by FRANCHISEE 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. FRANCHISEE'S vehicles shall at all times be clearly marked with FRANCHISEE'S name in letters not less than three (3) inches in height.

SECTION 11
OBEISANCE OF LAWS

FRANCHISEE 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 FRANCHISEE 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 _____, 2024, 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 FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE terminates service to any customer with the CITY limits for cause, FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE, 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 FRANCHISEE 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 FRANCHISEE, then FRANCHISEE shall indemnify and hold CITY harmless for such damage.

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

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

FRANCHISEE 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 FRANCHISEE 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

FRANCHISEE 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 FRANCHISEE, its agents, representatives, volunteers, employees or subcontractors.

FRANCHISEE'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 FRANCHISEE'S insurance and shall not contribute to it.

FRANCHISEE 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 FRANCHISEE without the specific prior written approval of the City Council. Any assignment by FRANCHISEE without prior written approval of the City Council shall be null and void.

SECTION 19 **SAFETY**

FRANCHISEE 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 FRANCHISEE is solely responsible. In the carrying on of the work herein provided for, FRANCHISEE shall use all proper skill and care, and FRANCHISEE shall exercise all due and proper precautions to prevent injury to any property, person or persons. FRANCHISEE assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by FRANCHISEE'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**

FRANCHISEE 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

Waste Solutions USA, LLC.
9655 Kerr Road
Brookshire, Texas 77423
ATTN: Cindy Lynn

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 _____, 2024, being the date of acceptance by FRANCHISEE and shall terminate on September 30, 2024.

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 FRANCHISEE 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 _____ 2024.

PASSED and APPROVED on its second reading this ____ day of _____ 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 11

Agenda Item: **Section 551.074 - Texas Government Code - Personnel Matter - Discussion and Deliberation Regarding the Appointment, Employment, Evaluation and/or Duties of the City of Brenham Fire Chief**

Meeting Date: March 21, 2024

Department: Administration

Staff Contact: Carolyn Miller, City Manager

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.



City Council Regular Meeting
AGENDA ITEM 12

Agenda Item: **Section 551.071, Texas Government Code - Consultation with City Attorney - Consultation with City Attorney Concerning the Brenham Municipal Airport, Its Operations and Services, and Associated Matters**

Meeting Date: March 21, 2024

Department: Administration

Staff Contact:

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDATION:

No action - Executive Session discussion only.