



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, APRIL 4, 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 Paul LaRoche**
- 3. Special Recognitions**
 - ◆ **Officer of the Year 2023 - Tiffany Anderson**
 - ◆ **Brenham Police Department Promotion - Conner Caskey, Corporal**
- 4. Service Recognitions**
 - ◆ **Daniel McCracken - Public Utilities - 25 Years**
- 5. Proclamations**
 - ◆ **Fair Housing Month**
 - ◆ **Cleo Jones Daniels Day**
- 6. Citizen Comments**

CONSENT AGENDA

7. 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.

7.a. Approve the Minutes from the March 21, 2024 Regular City Council

Meeting

- 7.b. Approve Ordinance No. O-24-009 on Its Second 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**
- 7.c. Approve an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Waste Falcon, LLC to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**
- 7.d. Approve the Appointment of Scott Robertson as the Airport Liaison for the Brenham Municipal Airport for a Two-Year Term Expiring December 31, 2025 and Authorize the Mayor to Execute Any Necessary Documentation**
- 7.e. Approve the Appointment of the Following Members to the City of Brenham's Animal Services Advisory Board:**
 - 1. Kristine Rockey, Jeana Bellinger, Megan Gray and Carol Doersom - Terms to Expire on December 31, 2026**
 - 2. Sharon Guelker, Erin Christian and Lori Sladek - Terms to Expire on December 31, 2025**

and Authorize the Mayor to Execute Any Necessary Documentation

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

- 8. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on Property Addressed as 503 Walnut Hill Drive, and Described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004)**

REGULAR SESSION

- 9. Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 26, Utilities, of the Code of Ordinances Establishing Rules and Regulations Regarding Sanitation and Pollution Control of the Areas in Proximity to the City of Brenham's Public Water Supply Wells**
- 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 salutory recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

EXECUTIVE SESSION

11. 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, April 1 at 11:30 a.m.

Jeana Bellinger, TRMC, CMC

City Secretary

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

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

Signature

Title

PROCLAMATION

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW THEREFORE, I, Atwood C. Kenjura, Mayor of the City of Brenham, do proclaim April as Fair Housing Month and urge all citizens to become aware of and support the Fair Housing laws.

FAIR HOUSING MONTH

Atwood C. Kenjura

PROCLAMATION

WHEREAS, Mrs. Cleo Daniels, a beloved resident of Washington County, Texas, was born on April 3, 1924; and

WHEREAS, Mrs. Daniels has been a cherished member of the community since 1942, contributing to the well-being of the neighborhood and fostering a sense of unity among its residents; and

WHEREAS, In 1942, she married Mr. Calvin Daniels, and together they were blessed to raise 7 children, as well as being surrounded by many grandchildren and great-grandchildren. She has exemplified the ideals of a dedicated wife and mother, actively participating in the life of the church, and valuing the importance of family; and

WHEREAS, Throughout her life, Mrs. Daniels has consistently shown her unwavering commitment to the welfare of others, earning the admiration and affection of people from diverse backgrounds and age groups; and

WHEREAS, She has lived through a century filled with significant historical events, demonstrating a quiet strength that has served as a force for good and a stabilizing influence on those fortunate enough to be around her; and

WHEREAS, Mrs. Daniels is known for her unique and heartwarming tradition of concluding phone calls with the words, "I Love you and you can't do nothing about it!" And her favorite quote, "All the Way Lord," serves as a testament to her enduring faith and resilience in the face of life's challenges.

WHEREAS, The City of Brenham recognizes Mrs. Cleo Daniels for her 100 years, her positive impact on the community, and the love and wisdom she has shared with all those fortunate enough to know her.

NOW THEREFORE, I, Atwood C. Kenjura, Mayor of Brenham, Texas, do hereby proclaim Wednesday, April 3, 2024 as

CLEO JONES DANIEL DAY

Atwood C. Kenjura

Brenham City Council Minutes

A Regular Meeting of the Brenham City Council was held on Thursday, March 21, 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 Paul LaRoche
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

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 Finance Stacy Hardy, Director of Public Works Dane Rau, Director of HR and Risk Management Susan Nienstedt, Interim Fire Chief Ray Cooper, Interim Police Chief Lloyd Powell, Development Services Director Stephanie Doland, Robin Hutchens, Karen Stack, Kyle Branham, Shawn Bolenbarr, Jason Lange, Curtiss Schoen, Steven Eilert, Kelvin Raven, Jasson Derrick, Chisti Korth, Jean Luera, and Alex Saenz.

Citizens/Others Present:

None

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 Shannan Canales

3. Special Recognition - Interim Police Chief Lloyd Powell

4. Citizen Comments

No citizen comments were heard.

CONSENT AGENDA

5. Statutory Consent 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**

A motion was made by Councilmember Wright and seconded by Councilmember Cook to approve Consent Agenda Items 5.a. through 5.e. 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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

REGULAR SESSION

6. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2023

Finance Director Stacy Hardy introduced Seidel Schroeder Audit Partners, Michele Kwiatowski. Kwiatowski advised Council state law requires all general-purpose local governments to 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 accountants.

Kwiatowski advised that the City of Brenham's comprehensive financial statements are in conformity with GAAP. The audit concluded that the City's financial statements for the Fiscal Year ending September 30, 2023, are fairly presented in conformity with GAAP.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to accept the audit from Seidel Schroeder for Fiscal Year 2023.

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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

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

A motion was made by Mayor Pro Tem Kolby 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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

Deputy General Manager of Public Utilities Alton Sommerfield presented this item. Sommerfield advised that each year the City of Brenham contracts with LCRA for the City's annual tree trimming services. Sommerfield advised that this contract is executed through our Technical Service Agreement between LCRA and the City of Brenham dated January 18, 1980. Sommerfield advised that LCRA bids out this service every 5-years and McCoy Tree Surgery was the selected provider. Sommerfield stated that McCoy will perform the work in accordance with the terms and specifications required by LCRA.

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

A motion was made by Councilmember LaRoche and seconded by Councilmember Saunders to 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.

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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

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

Director of Public Works Dane Rau presented this item. Rau advised that in February, city staff, Strand Associates and Public Management opened bids related to

the Carrington Ln roadway and drainage improvements. Rau advised that the lowest bidder was Solid Bridge Construction, which came in at \$567,979. Rau advised that this planned improvement project received a grant through the Texas Department of Agriculture Community Development Block Grant in 2021 in the amount of \$350,000.

Rau advised that 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. Rau advised that this area was annexed in 2008 and currently the roadway is exactly how the City received it when the City annexed it. Rau advised that this project should take 2-3 months to be completed.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to 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.

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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

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

Deputy City Secretary Robin Hutchens presented this item. Hutchens advised that the City was recently contacted by Cindy Lynn, from Waste Solutions USA, LLC. with a request for a franchise. Hutchens stated that Waste Solutions is based out of Brookshire, TX. Hutchens advised that 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.

Hutchens advised that upon approval of this franchise there will be a total of fourteen approved franchises.

A motion was made by Councilmember Cook and seconded by Councilmember Canales to 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.

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 LaRoche, Councilmember Saunders, Councilmember Wright

No: None

Absent: None

10. Administrative/Elected Officials Report

City Manager Carolyn Miller advised Council the following:

- Brenham Fire Department Fish Fry is March 22nd at 5:30p.m.
- City Offices will be closed on 3/29 in observation of Good Friday
- Next City Council Meeting is April 4th

Director of Public Works Dane Rau advised the following:

- Blue Bell Fun Run is this weekend March 23rd. Rau advised that City Police and Washington County Sheriff are working together with City Staff to ensure this event is fun and safe for the community. Around 5,000 runners competing.

Council adjourned into Executive Session at 1:48 p.m.

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

Executive Session adjourned at 4:08 p.m.

ADJOURN

Atwood C. Kenjura
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

DRAFT

ORDINANCE NO. O-24-009

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 4th day of April, 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 4th day of April 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 21st day of March 2024.

PASSED and APPROVED on its second reading this 4th day of April 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting **AGENDA ITEM 7.c**

Agenda Item: **Approve an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Waste Falcon, LLC to Operate a Roll-Off Container Service for the Residents, Businesses, and Industries Inside Brenham City Limits**

Meeting Date: April 4, 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 fourteen (14) 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 Chris Conger, from Waste Falcon, LLC. with a request for a franchise. Waste Falcon is based out of Cypress, TX and has been in business since 2022. The ordinance being presented for your consideration grants Waste Falcon, LLC. a non-exclusive contract and a 5% non-franchise fee of gross revenue will be paid monthly.

ATTACHMENTS:

1. Sanitation Franchise Request Letter - Waste Falcon, LLC
2. Ordinance on its first reading - Waste Falcon, LLC.

RECOMMENDATION:

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



WASTE FALCON

Convenient, Fast, Affordable, Professional

Chris Conger
Waste Falcon, LLC
13121 Louetta Rd, Ste. 2016
Cypress, TX 77429

March 13, 2024

Robin Hutchens
City of Brenham
200 W. Vulcan St
Brenham, TX 77833

Dear Ms. Hutchens,

I am writing to request that the City of Benham consider our company, Waste Falcon, LLC for a Non-Exclusive Sanitation Franchise Agreement with the city. I hope that as our business grows, we can help the city to grow as well. Thank you for your consideration.

Sincerely,

Chris Conger
CEO, Waste Falcon, LLC

ORDINANCE NO. O-__-__

AN ORDINANCE GRANTING WASTE FALCON, 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 FALCON, 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 Falcon, 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 _____, 2023, 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 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 Falcon, LLC.
13121 Louetta Rd, Suite 2016
Cypress, TX 77429
ATTN: Chris Conger

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 7.d

Agenda Item: Approve the Appointment of Scott Robertson as the Airport Liaison for the Brenham Municipal Airport for a Two-Year Term Expiring December 31, 2025 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 4, 2024

Department: Development Services

Staff Contact: Stephanie Doland, Director of Development Services

SUMMARY STATEMENT:

Staff received three (3) applications for the Airport Liaison. After reviewing the applications with the Council Sub-committee, Scott Robertson was selected to serve as Airport Liaison.

ATTACHMENTS:

1. Airport Advisory Organization
2. Application Scott Robertson

RECOMMENDATION:

Approve the appointment of Scott Robertson as the Airport Liaison for the Brenham Municipal Airport for a two-year term expiring December 31, 2025 and authorize the Mayor to execute any necessary documentation.

AIRPORT ADVISORY ORGANIZATION

AIRPORT LIAISON

- Serves two (2) year term
- Council appointed
- Aviator or Airport Tenant
- Aviation Knowledge (Aviation “Adjacent” if not a pilot)
- Businessowner or Management Experience
- Has best interest of Airport and City in mind
- Promotes positive relationship between General Aviation, Corporate Aviation, FBO, Public and City of Brenham.
- Serves as sounding board between Airport stakeholders and City.
- Advocates for key resources needing additional attention or improvements through City or grant funding (ie. on-field maintenance, AWOS outage, expanded ramp space).
- Alongside City Staff, considers Aeronautical Business Application and Permit to provide recommendations to the New Business Committee and City Council.
- Serves as Committee Chair for Ad-Hoc Working Groups.
- Promotes recommendations of Ad-Hoc Working Groups to City Council for final approval.

AD-HOC WORKING GROUPS

Business Committee

- Chair, Airport Liaison
- 2 Additional Committee members
- Assists the City Council and City of Brenham by providing recommendations on projects involving Commercial Operations (ie. FBO/ SASO), hangar construction, and ground space leases.

Facility Committee

- Chair, Airport Liaison
- 2 Additional Committee members
- Assists the City Council and City of Brenham by providing recommendations on airport maintenance and improvement projects including grant funded Capital Improvement Projects, annual RAMP eligible expenses, and Airport Master Planning documents.

Committee meetings will be held on an as-needed basis with at least two meetings annually.

COMMITTEE APPOINTMENTS

To be selected by the Airport Liaison and City Staff:

New Business Committee

Facility Improvement Committee

February 26, 2024

City Of Brenham
Jim Halley, A.A.E., ACE
Airport Manager, Brenham Municipal Airport

Jim,

I am writing in response to your “all-call” for the volunteer position of Airport Tenant Liaison at the Brenham Municipal Airport.

Having been involved in aviation for 35 years at my local airport and in the aviation community and I feel that I would be an excellent candidate for this position given the opportunity. My aviation background consists of 20,000+ hours of accident /incident free operation, I’ve volunteered on multiple safety-oriented boards through my employer United Airlines and through our pilot Union ALPA, as well as in my community. My current position as an LCP (Line Check Pilot) involved training new First Officers as well as Captains in the 737. In addition to my flying career, I owned and successfully operated a Feed and Tack supply before selling my business prior to being relocated.

My personal vision as the liaison at the Brenham Municipal Airport will include being a viable non-biased stake holder between the airport tenants and the City of Brenham. Safety is my first focus followed closely by a friendly, fun and successful airport atmosphere that when guests visit, they will want to return.

As you have outlined in your requirements, I strongly feel that communication through committee and AD-HOC working groups is an excellent conduit for communication.

My basic recipe for success follows this concept:

1. A DREAM written down with a date becomes a GOAL
2. A GOAL broken down into steps becomes a PLAN
3. A PLAN backed by ACTION becomes REALITY

Thank you for the consideration and opportunity as the volunteer position of 11R Brenham Municipal Airport Liasson.

Respectfully,
Scott C. Robertson



REQUEST FOR APPOINTMENT TO CITY OF BRENHAM BOARDS AND COMMISSIONS

- | | |
|--|---|
| ☒ Airport Advisory Board Liaison | ☐ Animal Shelter Advisory Committee |
| ☐ Board of Adjustments | ☐ Brenham Community Development Corp |
| ☐ Housing Authority | ☐ Building Standards Commission |
| ☐ Historical Preservation Board | ☐ Library Advisory Board |
| ☐ Main Street Board | ☐ Parks & Recreation Board |
| ☐ Planning & Zoning Commission | ☐ Tourism Board |

Name: Brenham Airport Liaison Robertson Scott Christian
(Title) (Last) (First) (Middle)

Residence Address: 9424 Dairy Farm Road Chappell Hill Texas 77426
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)
P.O. Box 128 Chappell Hill Texas 77426
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 713-918-9990 None
(Phone) (Fax)

Email Address: [REDACTED]

Occupation: Pilot

Employer: Unitwd Airlines

Are you a registered voter in Washington County? x Yes No

Are you a resident of the City of Brenham? Yes x No Length of residency: N/A

Are you a resident of Washington County? x Yes No Length of residency: 2 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

 Yes x No If yes, explain: N/A

Applicant Name: Scott Christian Robertson

BACKGROUND

Education/Training: Associate Degree in Aviation Management, San Jacinto Jr. College, La Porte, TX, Fuel Farm maintenance and quality control.

Areas of Interest: General Aviation

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: W.C.I.D. #50 El Lago, TX Director

Organization: The Commons of Lake Houston POA Huffman, TX Vice President, President

Organization: ALPA Family Awareness Volunteer

Organization: Angel Flight Pilot Volunteer, EAA Young Eagles Pilot Volunteer, Special Olympics Swim Coach

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.


Signature

02/26/2024
Date

Please return the completed application to Jim Halley at jhalley@cityofbrenham.org no later than 5pm on Friday, March 1, 2024.

City of Brenham – Jim Halley
[REDACTED]
P. O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7232
Fax: 979-337-7568

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)

Scott Christian Robertson

9424 Dairy Farm Road
Chappell Hill, TX 77426

713-918-9990
[REDACTED]

Objective:

- Brenham Texas Airport Liaison

Ratings & Certifications

- Airline Transport Pilot/Airplane Multiengine Land/Single Sea
- Type Ratings: Boeing 737, Airbus 320, EMB-120, EMB-145
- 1st Class Medical: No Restrictions
- FCC Radio Telephone Operators Permit: Restricted
- ETOPS Certified

Flight Time

- Total Time 20,800
- PIC Jet 9,700
- PIC Turboprop 1,800

Aviation Experience

2006-Present

United Airlines/Continental Airlines/LCP
Captain, First Officer
Base: IAH, EWR, SFO, GUM

Boeing 737, Airbus 320

1999-2006

Continental Express/LCA
Base: CLE, IAH

First Officer, Captain
EMB-120/145

1996-1999

American Jet International
Base: HOU

First Officer, Captain
B-58, C-90, B-200

Education:

A.A.S. Applied Aviation Science
San Jacinto College Pasadena, TX

References:

Captain Brett Wignall
IAH/QCL

281-451-6758
[REDACTED]

Captain Inam Amanullah
Chief Pilot/GUM

671-683-9616
[REDACTED]



City Council Regular Meeting **AGENDA ITEM 7.e**

Agenda Item: Approve the Appointment of the Following Members to the City of Brenham's Animal Services Advisory Board:

1. Kristine Rockey, Jeana Bellinger, Megan Gray and Carol Doersom - Terms to Expire on December 31, 2026
2. Sharon Guelker, Erin Christian and Lori Sladek - Terms to Expire on December 31, 2025

and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Date: April 4, 2024

Department: Administration

Staff Contact: Jeana Bellinger, City Secretary

SUMMARY STATEMENT:

This Board has been inactive for over a year. The past few months I have been working with Animal Services Manager Megan Gray to get this Board up and running again, so I am excited to announce that we now have seven (7) people wanting to serve on this Board. The seven applicants were reviewed by the City Council Sub-committee on March 21st and approved for recommendation.

Since this Board is mandated by Chapter 823 of the Health and Safety Code, there are specific requirements for members of this Board. The Board must include one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. In working with Megan, we were able to get the four (4) mandated positions filled and found three (3) other citizens willing to serve.

We would ask that City Council approve the following members to serve on the Animal Services Advisory Board:

- Dr. Kristine Rockey-Millikin (Veterinarian) - Term expiring on December 31, 2026
- Jeana Bellinger (City Official) - Term expiring on December 31, 2026
- Megan Gray (Shelter Manager) - Term expiring on December 31, 2026
- Carol Doersom (Animal Welfare) - Term expiring on December 31, 2026
- Sharon Guelker - Sharon is a regular volunteer at the Shelter and her daily interactions with the animals and the overall operation of the Shelter make her a

great asset to the Board. Sharon's term would expire on December 31, 2025

- Erin Christian - Erin is a citizen that applied in 2022 to serve on this Board. Erin is a former member of the armed forces (Air Force) and has experience volunteering at other animal shelters. Megan reached out to Erin and she is still very interested in serving on this Board. Erin's term would expire on December 31, 2025.
- Lori Sladek - Lori is a citizen that also applied in 2022 to serve on this Board. Lori is a long-time resident of the City and has a love for animals. Megan also reached out to Lori, and she is still very interested in serving on this Board. Lori's term would expire on December 31, 2025.

ATTACHMENTS:

1. Animal Advisory Board Applications Redacted

RECOMMENDATION:

Approve the appointment of seven (7) members to serve on the City of Brenham's Animal Services Advisory Board as presented and authorize the Mayor to execute any necessary documentation.



* Veterinarian

REQUEST FOR APPOINTMENT TO CITY OF BRENHAM BOARDS AND COMMISSIONS

Name of Board or Commission in which you have an interest:

- | | |
|---|--|
| ☒ Animal Shelter Advisory Committee | ☐ Board of Adjustments |
| ☐ Brenham Community Development Corp. | ☐ Brenham Housing Authority |
| ☐ Building Standards Commission | ☐ Main Street Board |
| ☐ Library Advisory Board | ☐ Tourism Advisory Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Board |
| ☐ Police Citizens Advisory Board | ☐ Historic Preservation Board |

(Composition, terms, duties and responsibilities are outlined on the Attachment)

Name: Dr. Rocky-Millikin Kristine Marie
(Title) (Last) (First) (Middle)

Residence Address: 6067 Hoddeville School Rd. Brenham TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

Same
(Street) (City) (State) (Zip)

Preferred Phone and Fax: 936-615-1551
(Phone) (Fax)

Email Address: [REDACTED]

Occupation: Veterinarian

Employer: Brenham Vet Hospital

Are you a registered voter in Washington County? ☒ Yes ☐ No

Are you a resident of the City of Brenham? ☐ Yes ☒ No Length of residency: _____

Are you a resident of Washington County? ☒ Yes ☐ No Length of residency: 7y

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

☐ Yes ☒ No If yes, explain: _____

Applicant Name: Kristine Rockett-Milliken, DVM**BACKGROUND**Education/Training: BSF, DVMAreas of Interest: Vet Med.

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

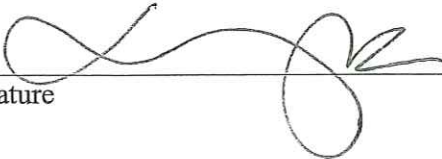
Organization: Empty shelter ProjectOrganization: AFOWC

Organization: _____

Organization: _____

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.


Signature

2 / 14 / 24
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON NOVEMBER 30TH.

City of Brenham – Office of the City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7388
Fax: 979-337-7568
Email: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)

* Rescue Organization



REQUEST FOR APPOINTMENT TO CITY OF BRENHAM BOARDS AND COMMISSIONS

Name of Board or Commission in which you have an interest:

- | | |
|---|--|
| ☒ Animal Shelter Advisory Committee | ☐ Board of Adjustments |
| ☐ Brenham Community Development Corp. | ☐ Brenham Housing Authority |
| ☐ Building Standards Commission | ☐ Main Street Board |
| ☐ Library Advisory Board | ☐ Tourism Advisory Board |
| ☐ Parks & Recreation Board | ☐ Planning & Zoning Board |
| ☐ Police Citizens Advisory Board | ☐ Historic Preservation Board |

(Composition, terms, duties and responsibilities are outlined on the Attachment)

Name: Doersom, Carol Ross
(Title) (Last) (First) (Middle)

Residence Address: 407 College Brenham TX 77833
(Street) (City) (State) (Zip)

Mailing Address: (If different from above)

(Street) (City) (State) (Zip)
Preferred Phone and Fax: 979.251.9049 (phone or text)
(Phone) (Fax)

Email Address: [REDACTED]

Occupation: retired (graphic designer & web developer for SBDC)

Employer: Bhnn College

Are you a registered voter in Washington County? ☒ Yes ☐ No

Are you a resident of the City of Brenham? ☒ Yes ☐ No Length of residency: 22 yrs

Are you a resident of Washington County? ☒ Yes ☐ No Length of residency: 22 yrs

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

☐ Yes ☒ No If yes, explain: _____

Applicant Name: Doersom, Carol**BACKGROUND**Education/Training: AA, BFAAreas of Interest: cats, gardening

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: BPAC: cat socializing, foster caregiverOrganization: Storybook Rescues: cat careOrganization: BCS Spay: foster caregiverOrganization: James Dick Foundation: box office" : Lifetime Learning Brenham: website maintenance" : Brenham Sr. Center: website maint, graphic design

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation. homebound meal deliveries

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.

Carol A. Doersom

Signature

2/26/2024

Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON NOVEMBER 30TH.

City of Brenham – Office of the City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7388
Fax: 979-337-7568
Email: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)

Applicant: Carol Doersom

Reasons for Seeking appointment:

I care about animal welfare, am passionate about cats, and since I am retired, have time to do volunteer work.

Name of Board or Commission in which you have an interest:

- | | | | |
|-------------------------------------|-------------------------------------|--------------------------|-----------------------------|
| ☒ | Animal Shelter Advisory Committee | ☐ | Board of Adjustments |
| ☐ | Brenham Community Development Corp. | ☐ | Brenham Housing Authority |
| ☐ | Building Standards Commission | ☐ | Main Street Board |
| ☐ | Library Advisory Board | ☐ | Tourism Advisory Board |
| ☐ | Parks & Recreation Board | ☐ | Planning & Zoning Board |
| ☐ | Police Citizens Advisory Board | ☐ | Historic Preservation Board |

Name:

(Title)

(Last)

(First)

(Middle)

Residence Address:

(Street)

(City)

(State)

(Zip)

Mailing Address: (If different from above)

(Street)

(City)

(State)

(Zip)

Preferred Phone and Fax:

(Phone)

(Fax)

Email Address:

Occupation:

Employer:

Are you a registered voter in Washington County? X Yes No

Are you a resident of the City of Brenham? ☒ Yes ☐ No

Length of residency: 36 yrs

Are you a resident of Washington County? X Yes ____ No

Length of residency: 18 yrs.

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment?

Yes

☒ No

If yes, explain:

Applicant Name: Sharon Guelker**BACKGROUND**Education/Training: B.S. in Education, M.S. in CounselingAreas of Interest: education, animals, music, my church, family

Current or Past Volunteer Experience/Community Service:

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities. Additional information may be attached.

Organization: St. Paul's CDS boardOrganization: Brenham Gun & Rod Club boardOrganization: City of Brenham - Animal Services - volunteer

Organization: _____

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation.

I have read and understand the instructions and appointment process. I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.


Signature2-27-24
Date

FILE THIS COMPLETED APPLICATION FORM WITH CITY SECRETARY'S OFFICE ON OR BEFORE 5:00 P.M. ON NOVEMBER 30TH.

City of Brenham – Office of the City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059
Phone: 979-337-7388
Fax: 979-337-7568
Email: jbellinger@cityofbrenham.org

(Original copy will be kept on file in the City Secretary's office for 12 months from the date of submission)

* Citizen

Submission: 9/14/2022 8:50:29 PM

Applicant: Christian, Erin



Request for Appointment

City Boards and Commissions

Name of Board(s) or Commission(s) in which you have an interest:

["Animal Services Advisory Committee", "Parks & Recreation Board", "Main Street Advisory Board", "Library Advisory Board", "Brenham Community Development Corporation (BCDC)"]

Applicant Information

Applicant: Erin Marie Christian

Resident Address: 307 Scenic Brook Street, Brenham, Texas 77833

Mailing Address: , ,

Phone: 210-326-2452

Fax:

Email: [REDACTED]

Occupation: Loan Documentation Specialist and Unit Training Manager

Employer: Citizens State Bank and United States Air Force Reserves

Are you a registered voter in Washington County? Yes

Are you a resident of the City of Brenham? Yes Length of residency: 8 years

Are you a resident of Washington County? Length of residency: 8 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment? No

If yes, explain:

Background

Education/Training: Bachelors in Business Administration from Sam Houston State University and Associates from Blinn College and numerous certificates from the Air Force

Areas of Interest: I love being with my family and friends, animals, volunteering, and attending community events

Current or Past Volunteer Experience/Community Service

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities.

With the Air Force, I volunteered at Habitat for Humanity and the animal shelters in San Antonio. I am also a volunteer for the Hope Mommies chapter in Brenham/College Station

Reasons for seeking appointment

Please include a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation after submitting this form.

I feel it is so important for residents to be a part of the decision making in their communities. I would like to be more involved in our community. With my Air Force experience and my Bachelors degree in Business Administration, I am confident I would be a great candidate to serve on one of the boards.

I have read and understand the instructions and appointment process

I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.

Type your legal name to agree to the terms above

Erin Marie Christian

Date: 9/14/2022 8:50:29 PM

* Citizen

Submission: 9/12/2022 11:19:15 AM

Applicant: Sladek, Lori



Request for Appointment

City Boards and Commissions

Name of Board(s) or Commission(s) in which you have an interest:

["Animal Services Advisory Committee"]

Applicant Information

Applicant: Lori Anne Sladek

Resident Address: Ryan st , Brenham , Tx 77833

Mailing Address: , ,

Phone: 979-966-8169

Fax:

Email:

Occupation: On disability

Employer: NA

Are you a registered voter in Washington County? Yes

Are you a resident of the City of Brenham? Yes Length of residency: 30 yrs

Are you a resident of Washington County? Length of residency: 30

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board to which you seek appointment? No

If yes, explain:

Background

Education/Training: UT

Areas of Interest: Animals

Current or Past Volunteer Experience/Community Service

Please specify current or past volunteer experience/community service, if any, on Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities.

Volunteer at hospital

Reasons for seeking appointment

Please include a brief narrative outlining your interests and qualifications for seeking this appointment. You may also add a resume or any additional documentation after submitting this form.

Love animals

I have read and understand the instructions and appointment process

I certify that all statements that I have made on this application and other supplementary materials are true and correct. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment. If appointed, I agree to attend a new board member training session conducted by the City Secretary's Office.

Type your legal name to agree to the terms above

Lori sladek

Date: 9/12/2022 11:19:15 AM



City Council Regular Meeting **AGENDA ITEM 8**

Agenda Item: **Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit to Allow an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on Property Addressed as 503 Walnut Hill Drive, and Described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004)**

Meeting Date: April 4, 2024

Department: Development Services

Staff Contact: Shauna Laauwe, City Planner

SUMMARY STATEMENT:

John Marek, the applicant and prospective builder, and the property owners, Lauren Marek and Carra Sykes, are requesting approval of a Specific Use Permit to construct a new 31'x20' 1-story (660 sq.ft.), detached accessory dwelling unit (ADU). The proposed detached ADU is intended to be utilized for a work studio (home occupation) and guest accommodations (See Attached Staff Report Exhibit G). In addition to meeting the building codes and the requirements for structures and uses within the R-1 District, Section 10.02(4) of the Zoning Regulations lists six additional development standards for ADUs. As noted in detail in the attached Staff Report, the proposed ADU met or exceeded each of the additional development standards. The subject property is a large lot at 13,500 square feet (0.3099-acres) with adequate parking and the provided ADU elevations match the character of the principal 1950s era ranch home and the neighborhood.

The purpose of the SUP process is to identify those uses which might be appropriate within a zoning district but, due to either their location, function, or operation, could have a potentially harmful impact on adjacent properties or the surrounding area; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to mitigate or eliminate such adverse impacts. Staff finds that no adverse impacts to adjacent properties or surrounding area is anticipated due to the proposed compatible residential use, site plan, and compliance of the additional development standards.

On Monday, March 25, 2024, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP request as

presented in the Staff Report.

ATTACHMENTS:

- | |
|--|
| <ol style="list-style-type: none">1. SR - P-24-004 Specific use permit-Marek_ADU2. Ordinance on its first reading - SUP 503 Walnut Hill |
|--|

RECOMMENDATION:

Approve an Ordinance on Its first reading amending Appendix A - Zoning of the Code of Ordinances of the City of Brenham granting a specific use permit to allow an Accessory Dwelling Unit (ADU) in an R-1 Single-Family Residential Use Zoning District on property addressed as 503 Walnut Hill Drive, and described as Walnut Hill, Block 1, Lot 2, in Brenham, Washington County, Texas (Case Number P-24-004).
--



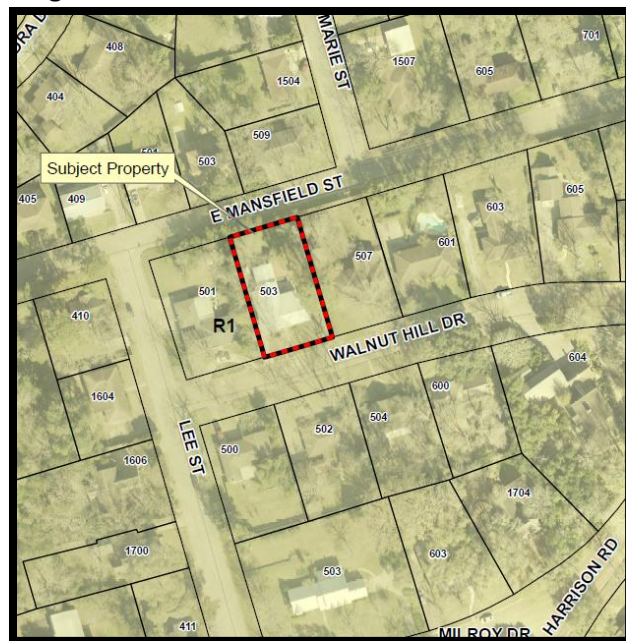
CASE NUMBER P-24-004
503 Walnut Hill Drive
SPECIFIC USE PERMIT REQUEST – ACCESSORY DWELLING UNIT

STAFF CONTACT:	Shauna Laauwe AICP, City Planner
APPLICANT/OWNER:	John Marek / Lauren Marek and Carra Sykes
ADDRESS/LOCATION:	503 Walnut Hill Drive
LEGAL DESCRIPTION:	Walnut Hill Subdivision, Block 1, Lot 2
LOT AREA:	13,500 square feet, approximately 0.3099-acres
ZONING DISTRICT/USE:	R-1 Single-Family Residential District (Exhibit B)
FUTURE LAND USE:	Single-Family Residential (Exhibit C)
REQUEST:	A request for a Specific Use Permit to allow a proposed Accessory Dwelling Unit (ADU) in a R-1 Single-Family Residential Zoning District (Exhibit D).

BACKGROUND:

The subject property is a 13,500 square foot (0.3099-acre) lot that is addressed as 503 Walnut Hill Drive and is a through lot that is the second lot to the east of Lee Street, with frontage on both Walnut Hill Drive and E Mansfield Street. Properties located along the 500 and 600 block of Walnut Hill Drive face south towards Walnut Hill Drive and are addressed as such. In addition, each home on Walnut Hill Drive that has a rear yard along Mansfield Street has a screening fence along the north property line. The subject property is a rectangular-shaped lot that is 90 feet in width and 150 feet in depth that is developed with a 2,269 square foot single-family home constructed in 1956. As shown in Figure 1, the subject property, and all surrounding properties are currently zoned R-1, Single-Family Residential District and developed with single-family dwelling units.

Figure 1



While the existing home predates the adoption of the subdivision and zoning regulations in 1968, the principal structure meets all the current zoning setbacks for a single-family home. As detailed in Figure 2 and Exhibit E, the existing principal structure is situated near the center of the lot and meets or exceeds all required setbacks, with a front yard setback of 25-feet, a west side yard setback of 13-feet, an east side yard setback of 18-feet, and a rear yard setback of approximately 49-feet. The property owners, Lauren Marek and Carra Sykes, propose to construct a 20'x31', (660 square foot), single-story detached accessory dwelling unit (ADU). The subject property has an existing driveway to a carport to the rear of the home. With the carport and existing parking slab, the subject property has sufficient parking to meet the requirement of two (2) spaces for the principal home and one (1) space for the ADU.

The proposed ADU structure would be built on a foundation like the principal house, have a composition roof, and have a similar architectural design as the 1950s era principal home (See Figure 3). The floorplan, as shown in Figure 4, is for a 1-bedroom, 1-bathroom dwelling with kitchenette and studio area. The proposed ADU structure will be located on the northeast corner of the property, approximately 28 feet from the principal house, approximately 15 feet from the rear property line along Mansfield Street, 16-feet from the east side property line, 48-feet from the west side property line, and 100-feet from the front property line along Walnut Hill Drive. The proposed ADU would utilize the existing driveway and parking area to the north of the existing home and carport for the required parking space. The proposed off-street parking will likely provide ample parking for the residents and guests of both the principal structure and accessory dwelling unit.

The R-1 District allows accessory dwelling units (ADUs) with prior approval of a Specific Use Permit (SUP). Thus, the applicant and property owners are seeking a SUP to allow for the construction of a 660 square foot accessory dwelling unit on a 0.3099-acre tract of land in a R-1, Single-Family Residential Use District.

Figure 2

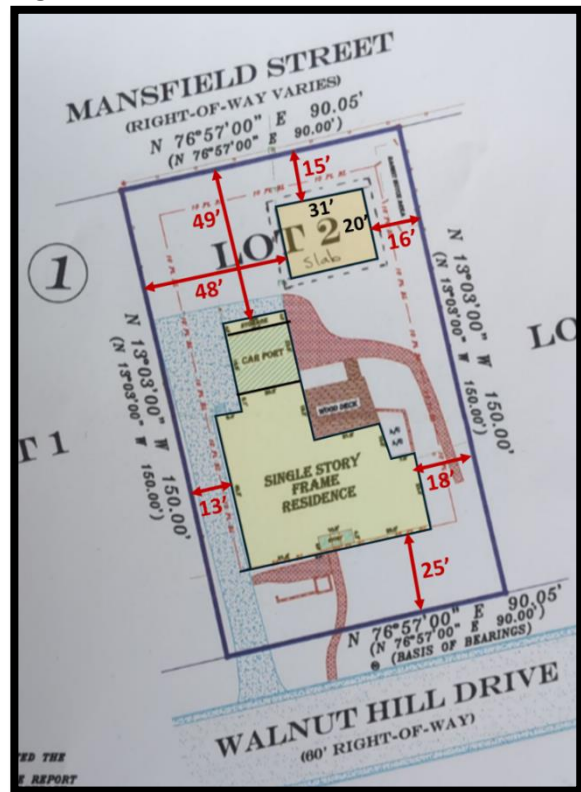
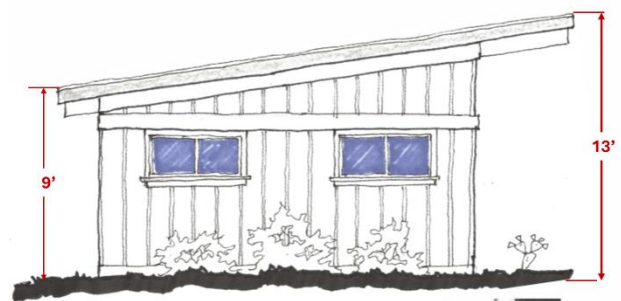


Figure 3

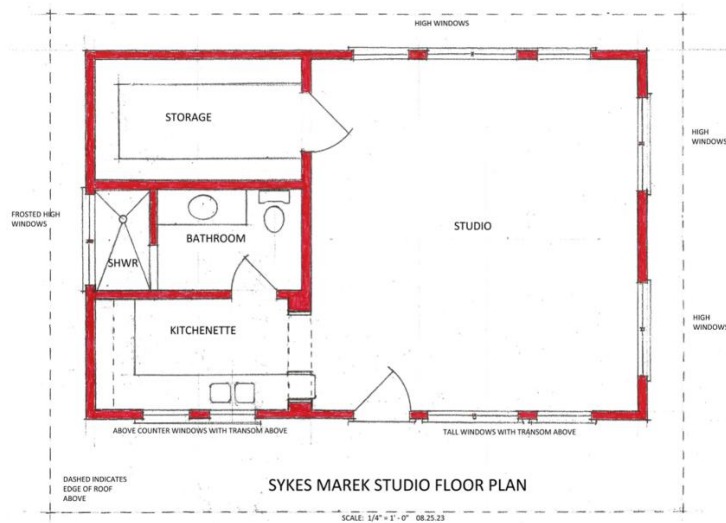


SMS FRONT/SOUTH ELEVATION



SMS EAST SIDE ELEVATION (ROOF SLOPE REVERSED)

Figure 4



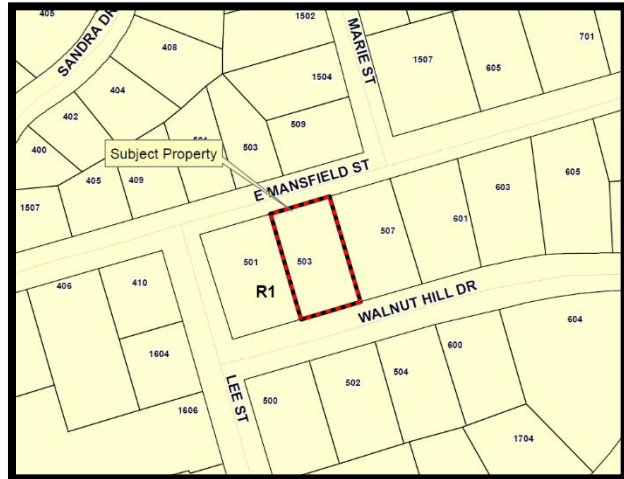
ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – “Zoning” of the Brenham Code of Ordinances). They are as follows:

- (1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play.

The subject property is a 13,500 square foot lot that is classified as a through lot with a frontage on two public streets, East Mansfield Street to the north and Walnut Hill Drive to the south. As shown in Figure 5, the subject property, and all adjacent and neighboring properties are located within an R-1, Single-Family Residential District. The subject property and adjacent properties are developed as single-family homes predominately built in the 1950s-1960s, with a mixture of owner-occupied and rental dwellings.

Figure 5



The applicant is requesting a SUP to allow the construction of a 31'x20' (660 square feet), one-story detached Accessory Dwelling Unit (ADU) near the northeast corner of the subject lot. The allowance and standards for ADUs were adopted within in the Zoning Regulations with Ordinance No. O-19-012 that was approved on March 7, 2019. The adopted regulations allow any homeowner living on a single-family property to build an ADU with prior approval of a Specific Use Permit and a building permit. Any homeowner or business owner located in an R-2 or B-1 zoning district may build an ADU with a building permit. Section 10.02(4) of the Zoning Regulations lists additional development standards that pertain to ADUs:

- a) Should the primary use be a single-family dwelling, the property owner's primary residence

shall be the single-family dwelling or ADU.

The property owners plan to continue to reside in the principal home and propose to utilize the ADU for studio space and as a guest house. In addition, they plan to use it as a future mother-in-law quarters.

- b) An ADU must be designed and constructed in keeping with the general architecture and building material of the principal structure.

The proposed addition will be in the same general architecture style and building material of the principal structure.

- c) An attached ADU shall be subject to the regulations affecting the principal structure. A detached ADU shall have side yards of not less than the required side yard for the principal structure and rear yards of not less than ten (10) feet.

The proposed ADU meets the rear and side yard setback requirements with a rear yard setback of 15-feet, a west side yard setback of 48-feet and an east side yard setback of approximately 16-feet.

- d) One (1) on-site parking space, located to the side or rear of the primary structure, shall be provided for the ADU in addition to the required parking for the principal structure.

The site has driveway access via Walnut Hill Drive, with no direct access to Mansfield Street proposed. The existing driveway is over 50-feet long and widens out to support an attached carport to the rear of the home. There is room for a dedicated parking space for the ADU on the north side of the carport and storage area (See Figure 2). The existing driveway and parking area will be able to accommodate the required two (2) parking spaces for the principal structure and one (1) for the ADU.

- e) The maximum habitable area of an ADU is limited to either one-half (1/2) of the habitable area of the principal structure, or one thousand (1,000) square feet, whichever is smaller.

The principal structure is 2,269 square feet in area and the proposed ADU is 660 square feet, less than ½ of the habitable area of the principal structure.

- f) ADUs shall not be HUD-code manufactured home or mobile home.

The proposed ADU will not be a HUD-code manufactured home or mobile home.

The SUP process allows staff to identify additional land uses, which may be appropriate in special circumstances. The proposed structure is to be utilized as a studio space for the property owner and as accommodation for guests. The site plan provided by the applicant indicates that the structure will have a proposed setback of approximately 115 feet from Walnut Hill Drive and 15 feet from the rear property line to the north. In addition to the existing 2,269 square foot home, the subject property has a long narrow driveway with parking apron, a carport and a wood deck that equate to approximately 2,560 square feet. With the proposed ADU at 660 SF and the existing improvements the overall impervious cover of the 13,500 SF lot would be approximately 40.6% lot coverage. The R-1 District allows a maximum lot coverage of 55%. Many homes in the neighborhood have large accessory storage sheds, including both adjacent lots to the east and west, detached garages and carports set behind the front façade of the homes. Given the architecture character to be in a similar 1950s style of the principal home and the predominance of accessory structures and deep drives in the surrounding neighborhood, the ADU structure will likely not be out of character with neighboring properties. The proposed development complies with the development standards for accessory dwelling units and the SUP request promotes the initiatives of the housing task force.

- (2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

The future land use map portion of the Historic Past, Bold Future 2040 Comprehensive Plan suggests the subject property and the surrounding area is envisioned to be single-family residential (Exhibit "C"). The subject property and surrounding area are currently developed as single-family uses. The requested SUP would not deter from the envisioned use. Staff finds that the proposed request aligns with the goals and land use policies established in the Comprehensive Plan.

- (3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property has existing utilities available along Walnut Hill Drive. ADUs are an opportunity to increase density in a compatible manner within a residential area as they do not require additional infrastructure to be built to accommodate the new dwelling unit.

- (4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed SUP, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

- (5) The city's zoning process should be fair and equitable, giving all citizens adequate information and the opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on March 14, 2024. The Notice of Public Hearing was published in the Brenham Banner on March 14, 2024. As of March 22, 2024, Staff have received no written citizen comment forms regarding the proposed ADU. Any public comments submitted to staff will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

- (6) The city's zoning should ensure that adequate open space is preserved as residential and commercial development and redevelopment occur.

If approved, the property will be required to adhere to the regulations of the R-1 District to include, the accessory dwelling unit development standards, minimum building setbacks and maximum impervious coverage requirements. The applicant has submitted a site plan (Exhibit E) which depicts the proposed location of the ADU and access. The subject property has a lot size of 13,500 square feet and is comparable in area to the lots along Walnut Hill Drive and nearby streets. With the proposed 660 square foot ADU, an increase in impervious cover would occur, from an existing 35.7% to 40.6% for the overall site. The maximum impervious lot coverage allowed in an R-1 District is 55 percent. As discussed previously, both the principal home and the ADU meet or exceed all R-1 setback requirements. Staff finds that the site development requirements will ensure that adequate open space is preserved on the subject property.

- (7) The city's zoning should ensure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all residents.

Staff finds that the requested land use is appropriate in this location given the existing development in the vicinity and conformance with the City's adopted Comprehensive Plan and Future Land Use Plan.

- (8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

The subject property and all surrounding properties are located within an R-1 District. The Future Land Use Map, as part of the Comprehensive Plan adopted in September 2019, envisions the subject property as single-family residential. The subject property and surrounding area are currently developed as single-family uses.

The surrounding single-family property in the area consists predominately of homes built in the 1950s and have detached garages or attached carports that are behind the front façade. Many of the neighboring properties have either a garage or other accessory structure within the rear yard. While no other ADUs are currently within the immediate area, Staff finds that the proposed ADU is consistent with the land use policies established in the Comprehensive Plan and the existing neighborhood culture.

- (9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

Staff finds that approval of the proposed SUP to allow for further development of the property with an ADU will promote the orderly development of the community. This request, to allow a proposed 31'x20' (660 square foot) detached accessory structure to be located on the northeast corner of the 0.3099-acre lot, will not adversely affect health, safety, morals, or general welfare of properties in the general vicinity or the community in general.

- (10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures which negatively impact adjoining properties.

Staff believes that the proposed development will not have an adverse effect on the surrounding area and will be compatible with anticipated uses surrounding this property. The applicant proposes to utilize the ADU as a studio space and as a guest house. The proposed ADU will meet the architectural 1950s character of the existing home and the adjoining properties. In addition, the structure would be located near the northeast corner of the property and exceed the minimum required setbacks. Both adjacent properties to the west and east have large accessory structures that exceed 250 square feet, thus rear yard accessory structures are not uncommon. The proposed structure meets the development standards set forth in the zoning ordinance and is proposed to be in character with both the principal structure and nearby residential properties. The applicant would be required to submit a building permit for the ADU and meet all applicable building and fire code requirements.

- (11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community, and regional markets.

If approved, the proposed SUP will allow for a 660 square foot, one-bedroom, one bath detached

ADU to be situated near the northeast corner of the existing property that would provide studio space and guest accommodations. The nearest commercial district is to the west along S. Market Street, which is a B-1, Local Business Mixed Residential Use District corridor. Vacant commercial property is located along S. Market Street to the north of E Tom Green Street. Staff finds that the proposed SUP, if approved, will not negatively affect vacant land classified for commercial uses.

- (12)The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The property is currently developed as a single-family home within an R-1, Single-Family Residential District. Staff are not aware of any hindrances to the property created by legally existing incompatible uses. The applicant's request will allow the subject property to develop in a compatible, legally conforming manner.

- (13)The city's zoning should provide for orderly growth and development throughout the city.

Staff finds approval of the proposed SUP will allow for the orderly growth and development in the general vicinity and throughout the city.

STAFF RECOMMENDATION:

Staff recommends **approval** of a Specific Use Permit to allow for a detached accessory dwelling unit to be located within a R-1 Mixed Residential Use Zoning District for the subject 0.3099-acre tract of land that is located at 503 Walnut Hill and legally described as Walnut Hill Subdivision, Block 1, Lot 2

EXHIBITS:

- A. Aerial Map
- B. Zoning Map
- C. Future Land Use Map
- D. Cover Letter to the Commission
- E. Site Plan
- F. Elevations
- G. Floor Plan
- H. Site photos

EXHIBIT "A"
AERIAL MAP

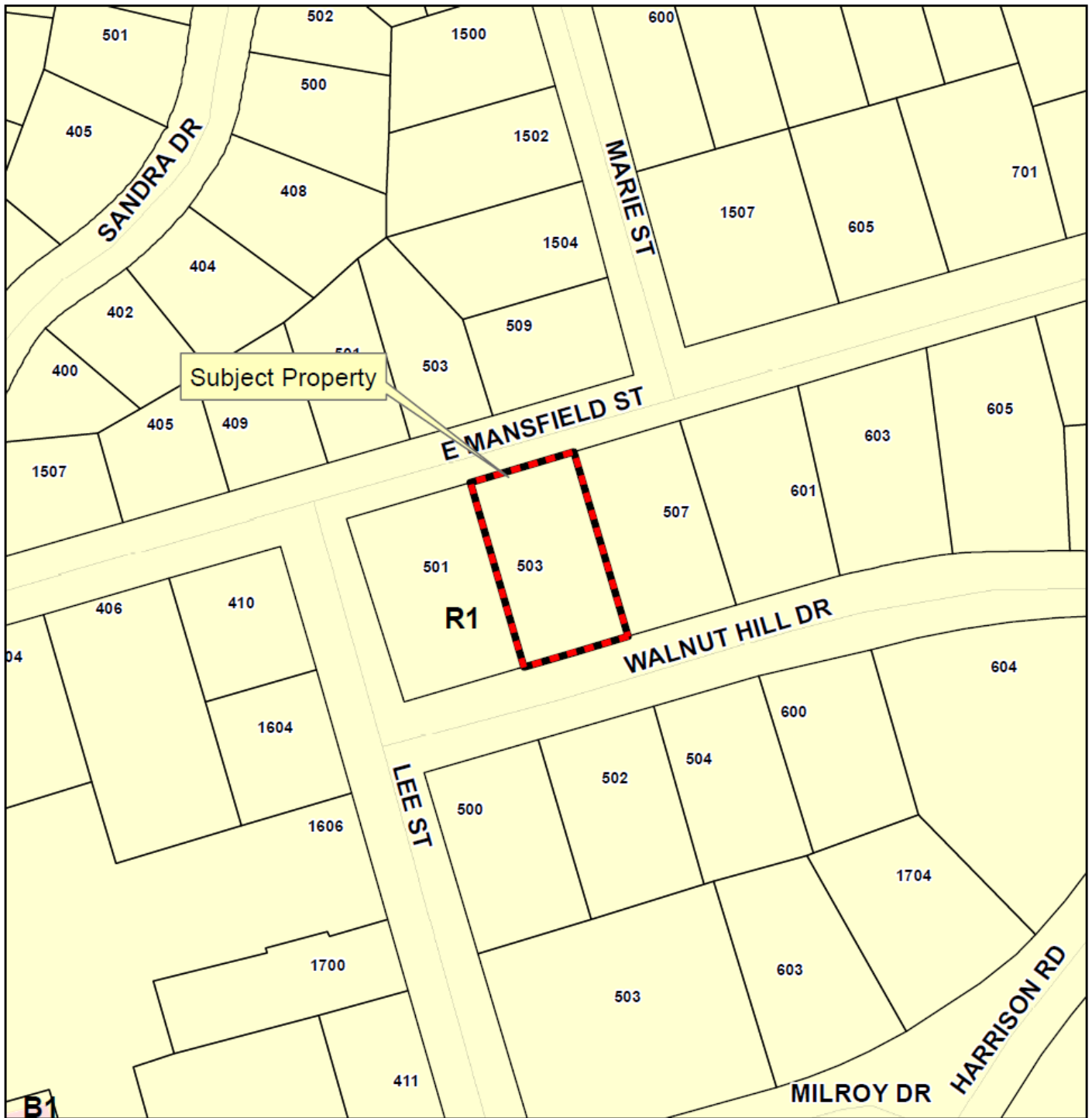


Location Map
Specific Use Permit - ADU
503 Walnut Hill Drive



1 inch = 104 feet

EXHIBIT "B"
ZONING MAP



Zoning Map
Specific Use Permit - ADU
503 Walnut Hill Drive



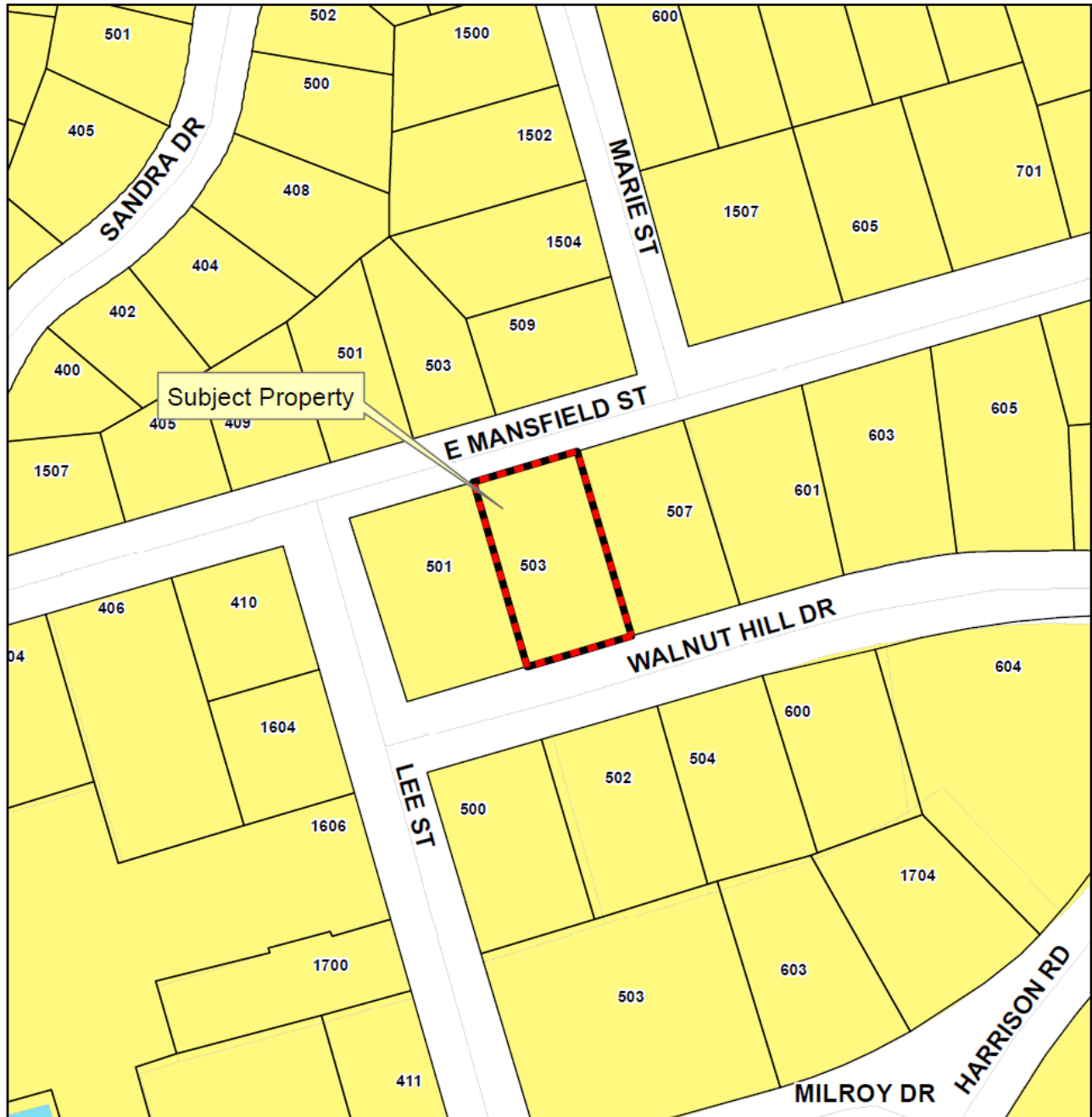
1 inch = 104 feet

Legend

- B1 Local Business Mixed
- R1 Residential Single Family



EXHIBIT "C"
FUTURE LAND USE MAP



Future Land Use Map
Specific Use Permit - ADU
503 Walnut Hill Drive

Future Land Use Plan

FLU_FINAL

- Single Family Residential
- Corridor Mixed Use



1 inch = 104 feet



EXHIBIT "D"
SUP APPLICATION COVER LETTER

**Lauren Marek
& Carra Sykes**

—

503 Walnut Hill Drive
Brenham, TX 77833
979-877-8911
hello@laurenmarek.com

Accessory Dwelling Unit

Planning & Zoning Commission

Hello,

My wife, Carra Sykes, and I are writing to submit our application for an additional dwelling unit (ADU) behind our home located at 503 Walnut Hill Dr. We are excited about the opportunity to create an ADU on our property that will serve multiple purposes.

Reasons for Building an ADU:

Work-From-Home Needs: As we both work from home, a dedicated workspace would significantly improve our productivity and create a clear separation between work and personal life.

Growing Family: We are expecting our second child in March of this year and the additional space will be crucial for accommodating our growing family's needs.

Potential Future Needs: In the future, the ADU could also serve as a comfortable living space for a family member, such as my wife's mother, who may require additional support in the future. This would allow us to keep our loved ones close while ensuring their independence and privacy.

Project Details:

Type of ADU: A 20' x 31' detached studio to be built in the backyard.

Design: The studio will have an open floorplan with a kitchenette and bathroom. Both the exterior and interior will compliment the look and style of our home: 1950's Modern Ranch. The architect is Andy Sykes (Carra's father) and the builder will be Marek Custom Homes: John Paul Marek (my father).

Thank you for considering our application. We are available to answer any questions you may have and look forward to discussing our plans with you further.

Sincerely,

Lauren Marek

EXHIBIT "E"
PROPOSED SITE PLAN

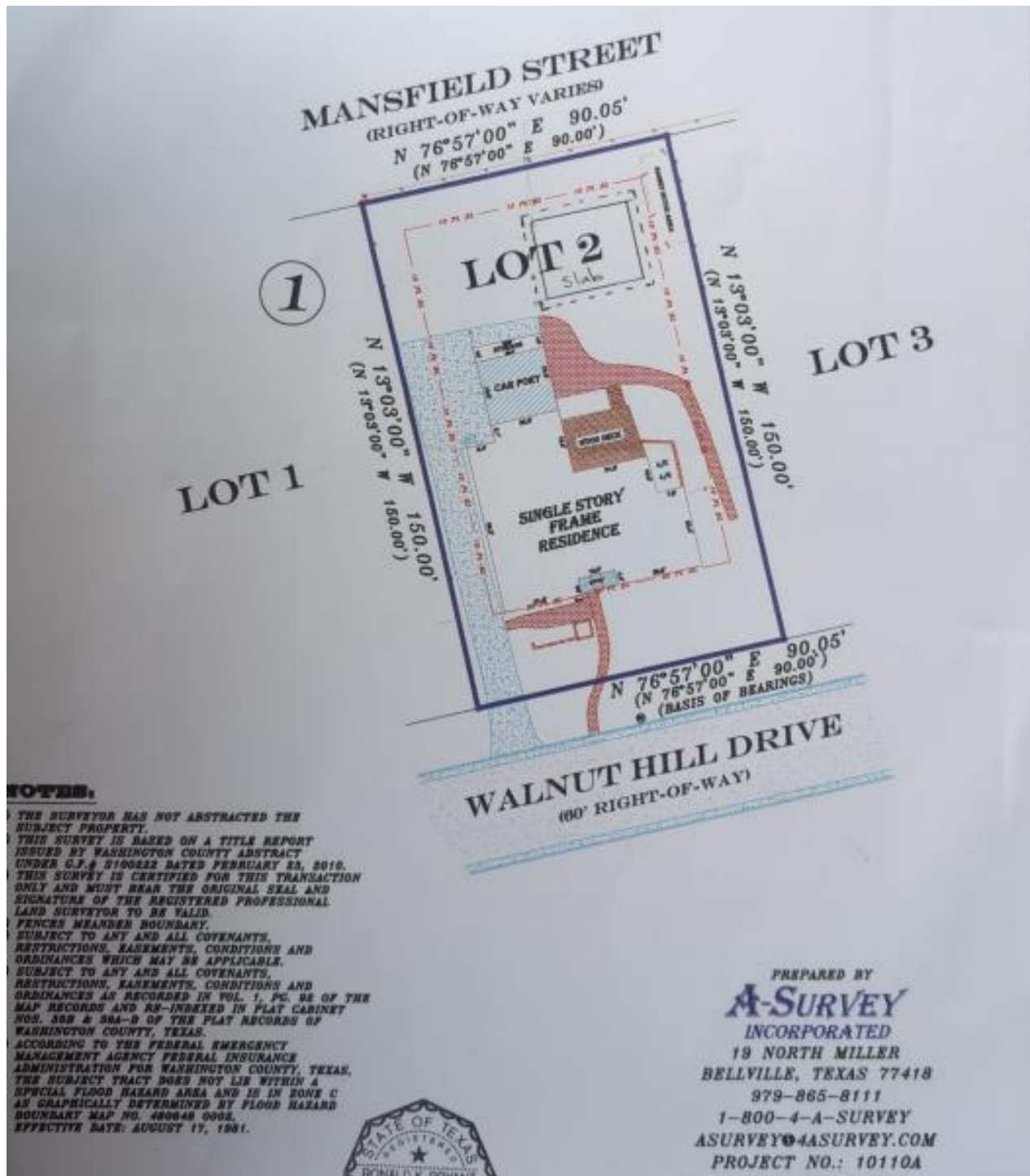
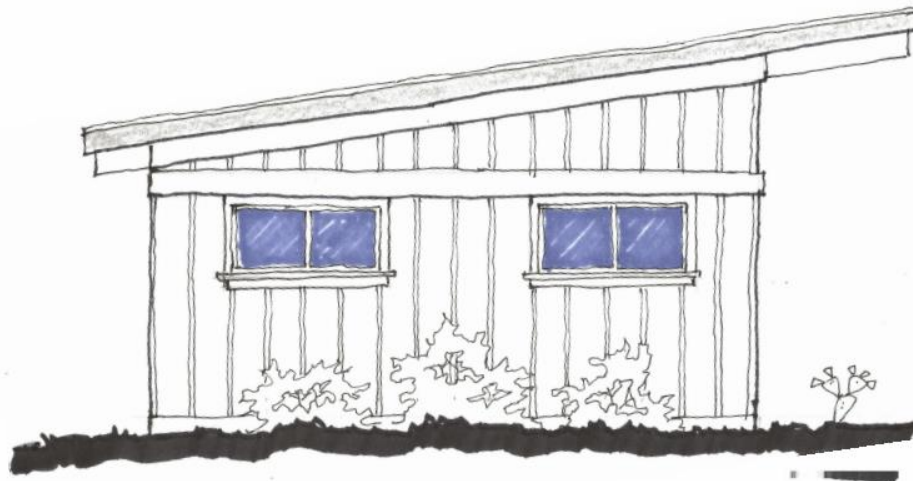


EXHIBIT "F"
FLOOR PLAN & ELEVATIONS



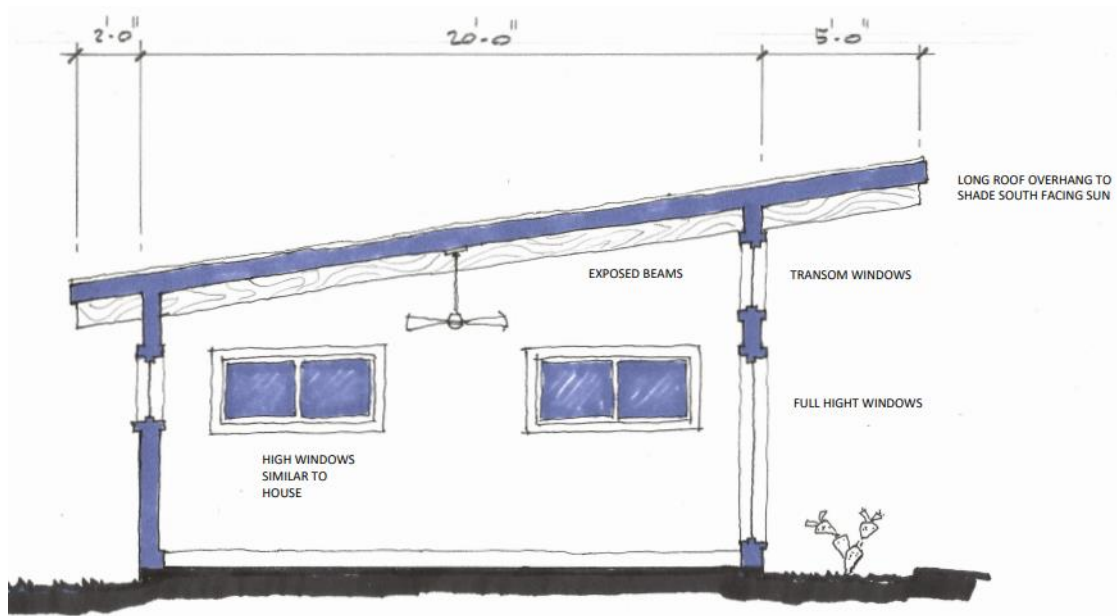
SMS FRONT/SOUTH ELEVATION

SCALE: 1/4" = 1' - 0" 08.25.23



SMS EAST SIDE ELEVATION (ROOF SLOPE REVERSED)

SCALE: 1/4" = 1' - 0" 08.25.23



SMS STUDIO SECTION LOOKING EAST

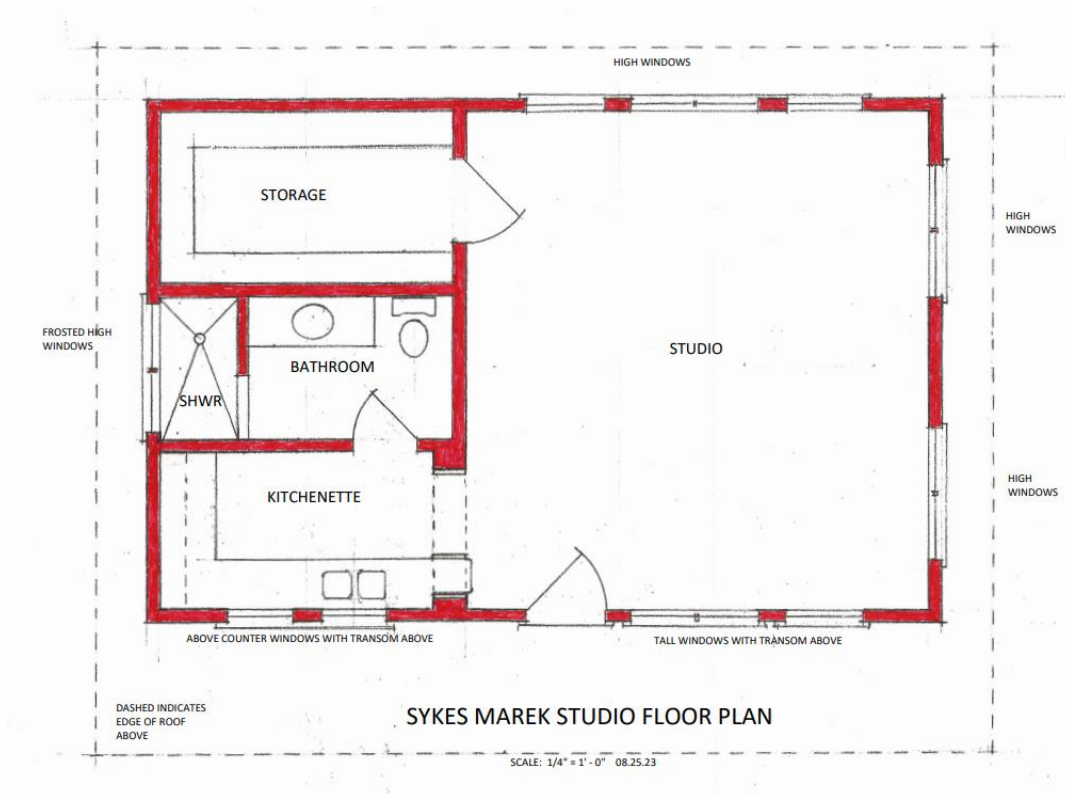


EXHIBIT "G"
SITE PHOTOS



503 Walnut Hill Drive



East side yard setback. ADU proposed in the NE corner.



Homes along Walnut Hill Drive.



Subject Property fence and others along Mansfield Street

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT (ADU) USE IN AN R-1 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 0.3099 ACRES OF LAND ADDRESSED AS 503 WALNUT HILL DRIVE, BEING FURTHER DESCRIBED AS WALNUT HILL SUBDIVISION, BLOCK 1, LOT 2, IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Lauren Marek and Carra Sykes, the owners of the 0.3099 acres of land generally located on the north side of Walnut Hill Drive and the second lot to the east of Lee Street, and addressed as 503 Walnut Hill Drive, generally located being further described as Walnut Hill Subdivision, Block 1, Lot 2, in Brenham, Washington County, Texas (the “Property”), have requested that the Property be issued a Specific Use Permit for an Accessory Dwelling Unit; and

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

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

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on March 25, 2024; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to grant a Specific Use Permit to Lauren Marek and Carra Sykes for an accessory dwelling unit (ADU), more particularly described in Exhibit “B”, in an R-1 Single-Family Residential use zoning district on approximately 0.3099 acres of land addressed as 503 Walnut Hill Drive, being further described as Walnut Hill Subdivision, Block 1, Lot 2 in Brenham, Washington County, Texas, said 0.3099 acres of land being shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

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

SECTION 3. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of April 2024.

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

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map Specific Use Permit - ADU 503 Walnut Hill Drive



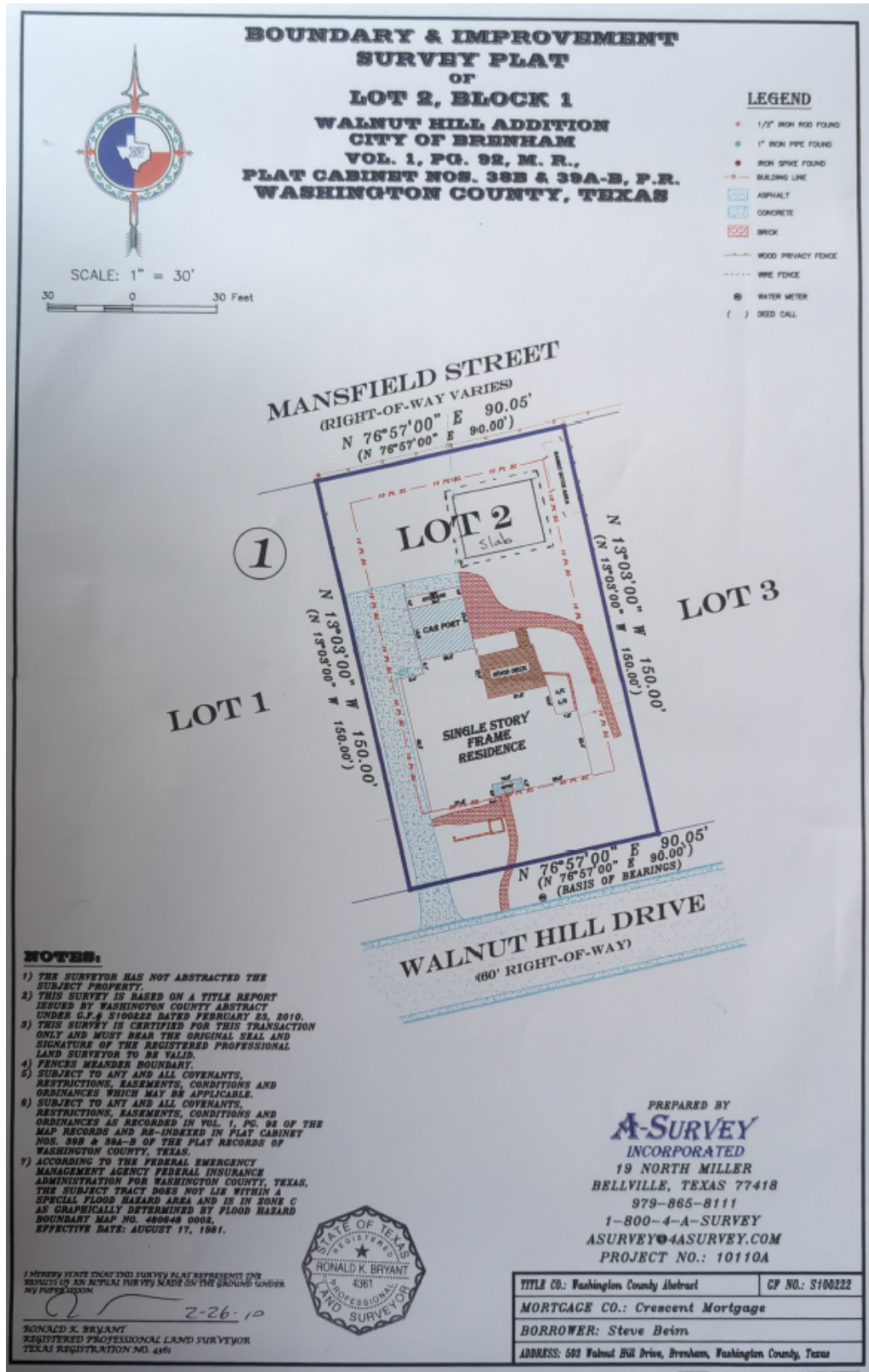
1 inch = 104 feet

Legend

- B1 Local Business Mixed
- R1 Residential Single Family



EXHIBIT "B" Site Plan





City Council Regular Meeting **AGENDA ITEM 9**

Agenda Item: Discuss and Possibly Act Upon an Ordinance on Its First Reading Amending Chapter 26, Utilities, of the Code of Ordinances Establishing Rules and Regulations Regarding Sanitation and Pollution Control of the Areas in Proximity to the City of Brenham's Public Water Supply Wells

Meeting Date: April 4, 2024

Department: Public Utilities

Staff Contact: Shawn Bolenbarr, Public Utilities Project Manager

SUMMARY STATEMENT:

This Ordinance sets forth uniform requirements for the users and the construction of facilities in or on land within one hundred fifty-five feet (155') of City of Brenham owned water wells, and to secure all such land from pollution hazards, and comply with all applicable state and local regulations. For further information on prohibited activities, please see section 26-85 located on the ordinance.

This is a requirement by the TCEQ for construction of a public water source. By passing this ordinance it will put us in compliance with Title 30, Part 1, Subchapter D, Rule 290.41 of the Texas Administrative Code. Please see the attached map for the location of the existing water well and proposed water well at the Loesch Street site along with the area that will be subject to the Sanitary Control Ordinance. This Ordinance is to prevent certain uses or the construction of facilities in/on land surrounding the water wells that may create danger of pollution to the water produced from the water wells.

ATTACHMENTS:

1. Ordinance for First Reading
2. Map of Area

RECOMMENDATION:

Approve an ordinance on its first reading amending Chapter 26, Utilities, of the Code of Ordinances of the City of Brenham establishing rules and regulations regarding sanitation and pollution control of the areas in proximity to the City of Brenham's public water supply wells.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 26, UTILITIES, ARTICLE IV, WATER, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS TO ESTABLISH RULES AND REGULATIONS REGARDING SANITATION AND POLLUTION CONTROL OF THE AREAS IN PROXIMITY TO THE CITY OF BRENHAM PUBLIC WATER SUPPLY WELLS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A SEVERABILITY, REPEALER AND SAVINGS CLAUSE; AND PROVIDING FOR PROPER NOTICE AND OPEN MEETING

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City of Brenham, Texas (“City”) has the authority to adopt ordinances and regulations that are for good government, peace, and order of the City; and

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

WHEREAS, the City owns and operates water supply facilities within the City, including a well and related facilities, which will provide potable water to the residents of the City; and

WHEREAS, because maintenance of sanitary conditions around water wells is vital to the protection of the water wells and to the protection of the health and safety of the residents of the City, the City Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around water wells; and

WHEREAS, the City Council hereby finds that the public health, safety and welfare will be promoted by enactment of this Ordinance;

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

SECTION 1.

Chapter 26, Utilities, Article IV, Water, Sections 26-83 through 26-89, Reserved, of the Code of Ordinances of the City of Brenham, Texas are hereby amended to read as follows:

Sec. 26-83. Purpose.

- A. This Ordinance sets forth uniform requirements for the users and the construction of facilities in or on land within one hundred fifty-five feet (155') of Wells in order to promote sanitary conditions in and around such Wells, to secure all such land from pollution hazards, and to enable the City to comply with all applicable state and local regulations.
- B. The objective of this Ordinance is to prevent certain uses and the construction of facilities in or on land surrounding the Wells, which might create a danger of pollution to the water produced from such Wells.

Sec. 26-84. Definitions.

Unless the context requires otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated:

- A. *City Council* shall mean the City Council of the City of Brenham, Texas.
- B. *City* shall mean the City of Brenham, Texas.
- C. *Ordinance* shall mean Sections 26 – 83 through 26 – 89 of this Chapter 26 establishing rules and regulations regarding sanitary and pollution control of the area in proximity to the City's public water supply Wells.
- D. *Person* shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, successors, or assigns.
- E. *Wells* shall mean all water wells and related facilities owned and operated by the City for providing potable water to the residents and other water utility customers of the City.

Sec. 26-85. Prohibited activities.

The following activities are prohibited within the designated areas of land surrounding the Wells:

- A. Construction and/or operation of any underground petroleum and/or chemical storage tank, liquid transmission pipeline, stock pen, feedlot, dump grounds, privy, cesspool, sewage treatment plant, sewage wet well, sewage pumping station, drainage ditch which contains industrial waste discharges or the wastes from sewage treatment systems, solid waste disposal site, land on which sewage plant or septic tank sludge is applied, land irrigated by sewage plant effluent, septic tank perforated drain field, absorption bed, evapotranspiration bed, area irrigated by low dosage, low angle spray on-site sewage facility, military facility, industrial facility, wood treatment facility, liquid petroleum and petrochemical production, storage, and/or transmission facility, Class 1, 2, 3, 4 and/or 5 injection well, pesticide storage and/or mixing facility, abandoned well, inoperative well, improperly constructed water well of any depth, and all other construction or operation that could create an unsanitary condition is prohibited within, upon, or across all areas of land within a 155-foot radius of the Wells. For the purposes of this Ordinance,

“improperly constructed water wells” are those wells that do not meet the surface and subsurface construction standards for a public water supply well.

- B. Construction and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within, upon, or across any area of land within a 55-foot radius of the Wells.
- C. Construction of homes or building upon any area of land within a 155-foot radius of the Wells is permitted, provided the restrictions described in Section 26 – 85 (A) and (B) herein above are met.
- D. Normal farming and ranching operations are not prohibited by this Ordinance; provided, however, livestock shall not be allowed within a 55-foot radius of the Wells.

Sec 26-86. Right of entry.

City employees, or authorized representatives of the City, bearing proper credentials and identification, shall be permitted to immediately enter upon any premises located within a 155-foot radius of any Well to conduct any inspection or observation necessary to enforce this Ordinance.

Sec 26-87. Penalty.

Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined as provided in Chapter 1, General Provisions, Section 1-5, General penalty provisions, of the Code of Ordinances of the City of Brenham, Texas. Each day of violation shall constitute a separate offense.

Sec. 26-88. Required removal.

Any person who shall violate any provision of this Ordinance shall be required to remove the prohibited construction or potential source of contamination within seven (7) days after notification that they are in violation of this Ordinance.

Sec. 26-89. Superseding regulation or statute.

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency, having jurisdiction over the subject matter of this Ordinance, is in conflict herewith, the stricter requirement shall apply, unless mandated otherwise.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION 4. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION 5. REPEALER

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

SECTION 6. SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions any ordinances at the time of passage of this Ordinance.

SECTION 7. PROPER NOTICE AND MEETING

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

PASSED and APPROVED on its first reading this the ____ day of April 2024.

PASSED and APPROVED on its second reading this the ____ of April 2024.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary



City Council Regular Meeting
AGENDA ITEM 11

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: April 4, 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.