



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, SEPTEMBER 19, 2019 AT 1:00 P.M.
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN ST.
BRENHAM, TEXAS**

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Wright**
- 3. Proclamation**
 - **Constitution Week**
- 4. Citizens Comments**

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CONSENT AGENDA

5. Statutory Consent Agenda

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

- 5-a. Minutes from the July 17, 2019 Special City Council Meeting, July 18, 2019 Special City Council Meeting, July 18, 2019 Regular City Council Meeting and July 25, 2019 Special City Council Meeting**
Pages 2-15
- 5-b. Ordinance No. O-19-033 on Its Second Reading Adopting the City of Brenham's 2019 Comprehensive Plan Entitled "Historic Past, Bold Future: Plan 2040" (Case No. P-19-029)**
Pages 16-19
- 5-c. Ordinance No. O-19-034 on Its Second Reading Repealing Ordinance No. O-19-017 and Deleting Appendix A – "Zoning" of the Code of Ordinances of the City of Brenham, Part II, Division I, Section 18, Exterior Construction Materials for Selected Zoning Districts in Brenham, Washington County, Texas (Case No. P-19-028)**
Pages 20-21
- 5-d. Ordinance No. O-19-035 on Its Second Reading Amending Chapter 19, Parks and Recreation, Code of Ordinances, City of Brenham, Texas**
Pages 22-30

- 5-e. Ordinance No. O-19-036 on Its Second Reading Amending Chapter 6, Buildings and Structures, Code of Ordinances, City of Brenham, Texas to Adopt the 2015 Version of the International Building Codes with Local Amendments **Pages 31-54**
- 5-f. Ordinance No. O-19-037 on Its Second Reading Amending the Rate Tariff Schedule(s) for the City of Brenham Electric Rates **Pages 55-77**
- 5-g. Approve a Noise Variance for the Texas Arts and Music Festival to be Held from 7:00 p.m. on October 18th to 3:00 p.m. on October 20th in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation **Page 78**
- 5-h. Approve a Contract Between the City of Brenham Electric Department and the Lower Colorado River Authority (LCRA) for Tree Trimming Services and Authorize the Mayor to Execute Any Necessary Documentation **Pages 79-81**
- 5-i. Approve a System Water Availability Agreement Between the City of Brenham and Brazos River Authority and Authorize the Mayor to Execute Any Necessary Documentation **Pages 82-95**

REGULAR SESSION

- 6. Discuss and Possibly Act Upon Ordinance No. O-19-038 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020 **Pages 96-99**
- 7. Discuss and Possibly Act Upon Ordinance No. O-19-039 on Its Second Reading Levying Taxes for the Tax Year 2019 for the City of Brenham at \$0.5140 per \$100 Valuation **Pages 100-102**
- 8. Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 17-011, for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation **Pages 103-105**
- 9. Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2019-20 and Authorize the Mayor to Execute Any Necessary Documentation **Pages 106-108**
- 10. Discuss and Possibly Act Upon an Agreement Between Aviators Plus, LLC and the City of Brenham to Authorize Aviators Plus, LLC to Operate as a Fixed Base Operator at the Brenham Municipal Airport, and Authorize the Mayor to Execute Any Necessary Documentation **Pages 109-129**

11. 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

12. Section 551.074 – Texas Government Code – Personnel Matters – Annual Evaluation of the City Manager

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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

Adjourn

CERTIFICATION

I certify that a copy of the September 19, 2019 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan, Brenham, Texas on September 16, 2019 at **12:40 PM**.

Kacey A. Weiss, TRMC

Deputy City Secretary I

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 _____, 2019 at _____ AM PM.

Signature

Title

PROCLAMATION

WHEREAS, September 17, 2019, marks the two hundred thirty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, Milton Y. Tate Jr., Mayor of the City of Brenham, Texas do hereby proclaim the week of September 17-23, 2019 as

CONSTITUTION WEEK

In Witness, Whereof, I have set my hand and affixed the Seal of Brenham.

Milton Y. Tate Jr., Mayor
City of Brenham

Brenham City Council Minutes

A special budget workshop of the Brenham City Council was held on July 17, 2019 beginning at 3:00 p.m. in the Brenham Fire Department, Emergency Operation Center, at 101 N. Chappell Hill Street, Brenham, Texas.

Members present:

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

Members absent:

None.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, Director of Tourism Jennifer Eckermann, IT Director Kevin Schmidt, Strategic Budget Officer Debbie Gaffey, and Budget Manager Kaci Konieczny

Citizens present:

None.

Media Present:

Arthur Hahn, Brenham Banner Press

1. Call Meeting to Order

2. FY 2019-20 Proposed Budget Discussions

City Manager James Fisher welcomed Council and advised that during this workshop the Council will be discussing the following:

- Drainage
- Proprietary Fund Decisions
- Debt Service
- Special Revenue Funds
- Capital Project Funds
- BCDC Fund

Fisher advised Council that when putting together the proposed FY20 Budget, staff focused on additional sources of General Fund revenue, utility fees and taxes, capital items, FEMA reimbursement funds, economic development, tourism, and debt projects.

Strategic Budget Officer Debbie Gaffey discussed in detail the following with the Council:

Drainage

- Capital Projects & Maintenance
 - o Eleven upcoming drainage projects totaling an estimate \$3.9 Million and detention ponds in the Brenham Business Center and Southwest Industrial Park
 - o Approximately \$300,000 in annual drainage maintenance
 - o \$911,000 in drainage equipment replacement in FY20-25
- Drainage Fees
 - o Monthly fees for residential and non-residential properties
 - o Determination of properties that could be exempt from fee

Proprietary Funds

- Electric rate increases beginning January 1, 2020
- Water rate increases beginning October 1, 2019
- Sales tax on residential electric and gas customers beginning October 1, 2019
- Setting up a drainage utility and implementing drainage fee in January, 2020
- Setting up a Vehicle and Equipment Replacement Fund (VERF) in FY20 and if needed, utilize short term financing for transition into VERF.
- Issue debt for funding \$1.3M Baker Katz wastewater project.
- Issue debt for funding \$750,000 in water projects

Debt Service

- 20-Year Certificate of Obligation
 - o Tax-backed \$3,450,000 and in I&S rate for General Fund
 - o Tax-backed (pass-through) \$1,000,000 for BCDC
 - o Revenue-backed \$2,050,000 for Water/Wastewater Funds
- 3-7 Year Short Term Notes or Capital Leases for Vehicles and Equipment
 - o Tax-backed up to \$1,000,000 in VERF
 - o Revenue-backed up to \$730,000 in Drainage Fund and \$900,000 in Sanitation Fund

Special Revenue Funds

- Hotel/Motel Fund
- Criminal Law Enforcement Fund
- Courts Security/Technology Fund
- TIRZ No. 1 Fund

Capital Projects Fund

- Airport Capital Improvements Fund
- Capital Leases Fund
- Capital Projects Fund
- Parks Capital Improvements Fund
- Streets/Drainage Fund

BCDC Fund

- BCDC Fund: 4B Sales Tax (65% Parks and 35% Economic Development)
- BDCD Capital Projects Fund
 - o Brenham Family Park
 - o \$1,000,000 for detention ponds in the Brenham Business Center and Southwest Industrial Park

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special budget workshop of the Brenham City Council was held on July 18, 2019 beginning at 9:00 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None.

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, Director of Tourism Jennifer Eckermann, IT Director Kevin Schmidt, Strategic Budget Officer Debbie Gaffey, and Budget Manager Kaci Konieczny.

Citizens present:

James Brown.

Media Present:

None.

1. Call Meeting to Order

2. FY 2019-20 Proposed Budget Discussions

City Manager James Fisher welcomed Council to the second day of the FY20 budget workshop.

The following information was then presented to the Council by staff:

General Fund Revenues

- 7.4% growth in property valuations (\$1.4 Billion)
- Maintain current tax rate of \$0.5170 with an O&M rate of \$0.3200
- 4.8% growth in sales tax
- 4.4% growth in franchise fees

General Fund Personnel

- \$12.6 Million or 68.6% of FY20 budget
- No additions in personnel in FY20 budget

General Fund Department Budgets

- Dept. 049 – Marketing and Public Relations
- Dept. 144 – Parks and Recreation
- Dept. 146 – Library
- Dept. 149 – Aquatic Center
- Dept. 100 – Non-Department Direct
- Dept. 110 – Non-Department Miscellaneous
- Dept. 121 – Administration
- Dept. 122 – Development Services
- Dept. 123 – Human Resources
- Dept. 131 – Maintenance
- Dept. 133 – Finance
- Dept. 135 – Purchasing/Warehouse
- Dept. 155 – Municipal Court
- Dept. 167 – General Government Services
- Dept. 172 – Information Technology
- Dept. 154 – Animal Control/Services
- Dept. 141 – Streets
- Dept. 148 - Airport
- Dept. 050 – City Communications
- Dept. 151 – Police
- Dept. 152 – Fire
- Fund 222 – Police Department Grants Fund
- Fund 225 – Motorcycle/PD Equipment Fund

- Fund 226 – Public Safety Training Fund
- Fund 227 – FEMA Fund
- Fund 232 – Donations Fund
- Fund 235 – Fire Department Grants Fund
- Fund 236 – Capital/Non-Routine Items Fund
- Fund 249 – Tourism and Marketing Fund

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on July 18, 2019 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

None

Others present:

City Manager James Fisher, City Attorney Cary Bovey, City Secretary – Director of Administrative Services Jeana Bellinger, Deputy City Secretary I Kacey Weiss, Deputy City Secretary II Karen Stack, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Melinda Gordon, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Todd Ashorn, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Stephanie Doland, Economic Development Director Susan Cates, Caylee Rocka and Tina Bruno

Citizens present:

Perry Thomas

Media Present:

Arthur Hahn, Brenham Banner Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Councilmember Herring**

3. Citizens Comments

There were no citizen comments.

Police Chief Allwin Barrow introduced Officer Tina Bruno and welcomed her to the department.

CONSENT AGENDA

4. Statutory Consent Agenda

- 4-a. Minutes from the June 6, 2019 Regular City Council Meeting and June 13, 2019 Special City Council Meeting
- 4-b. Ordinance No. O-19-023 on Its Second Reading Amending Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham to Change the Zoning District from Manufactured Home Residential District (R-3) to Industrial District (I) on 2.151 acres of land generally located southeast of the intersection of Old Chappell Hill Road and FM 577, said 2.151 acres being further described as 1.27 acres of land in the A. Harrington Survey, A-55 and the James Walker Survey, A-106; 0.136 acres of land in the A. Harrington Survey, A-55; 0.608 acres of land described as Lots 8 – 13, Block 1, Beacon Hill Addition; and 0.137 acres of land in the James Walker Survey, A-106 and the A. Harrington Survey, A-55, being a portion of Limit Street, in Brenham, Washington County, Texas (Case No. P-19-021)
- 4-c. Approve a Noise Variance for the City of Brenham for an Interactive Science & Storytelling Program at Fireman’s Park to be Held on July 25, 2019 from 9:30 a.m. – 11:30 a.m. and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Cantey and seconded by Councilmember Wright to approve the Statutory Consent Agenda Items 4-a through 4-c. as presented.

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

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

REGULAR SESSION

5. **Discuss and Possibly Act Upon an Audit Engagement Letter from Seidel Schroeder to Perform an Audit for the Fiscal Year Ending September 30, 2019 and Authorize the Mayor to Execute Any Necessary Documentation**

Assistant City Manager – Chief Financial Officer Carolyn Miller presented this item. Miller explained that the audit fee range is \$43,900 to \$45,900, which is the same as the prior year. Miller advised that the fee is based on the assumption that a Single Audit will not be required. Miller noted that at this point staff is unsure if the city will meet the federal expenditure threshold requirements that trigger a Single Audit. Miller explained that a Single Audit is required when state and federal grant expenditures exceed \$750,000 in a fiscal year. Miller stated that if a Single Audit is required, the engagement letter would be revised and a small fee adjustment would be possible. Miller advised that with the continued growth and complexity of the City's financial activities, the current fee structure is reasonable.

A motion was made by Councilmember Herring and seconded by Councilmember Cantey to approve the audit engagement letter from Seidel Schroeder to perform an audit for the fiscal year ending September 30, 2019 and authorize the Mayor to execute any necessary documentation

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

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

6. **Discuss and Possibly Act Upon Change Order No. 1 and Final Payment to Solid Bridge Construction, LLC for Project No. 2017-03 Related to the 2017 Schulte Boulevard Storm Damage Repairs and Authorize the Mayor to Execute Any Necessary Documentation**

Public Works Director Dane Rau presented this item. Rau explained that on March 21, 2019 City Council awarded a contract to Solid Bridge Construction, LLC related to drainage enhancements caused by the May 2016 storm. Rau stated that the project did have one change order that was approved by himself and Lowell Ogle and recommended by Strand Engineers. Rau advised that this scope of work was approved by FEMA and all indications are that eligible expenses up to 75% will be reimbursed by FEMA once submitted by the City of Brenham.

A motion was made by Councilmember Herring and seconded by Mayor Pro Tem Ebel to approve Change Order No. 1 and Final Payment to Solid Bridge Construction, LLC, in the amount of \$28,447.75, for Project No. 2017-03 related to the 2017 Schulte Boulevard Storm Damage Repairs and authorize the Mayor to execute any necessary documentation.

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

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

7. Discuss and Possibly Act Upon Resolution No. R-19-018 Approving an Advance Funding Agreement Between the City of Brenham and the Texas Department of Transportation (TxDOT) for Drainage Improvements Located on FM 389 and Various Off-System Roadways

Public Works Director Dane Rau presented this item. Rau explained that this resolution is required by TxDOT due to the City of Brenham and its contractor performing work in and near TxDOT right-of-way being FM 389 (Prairie Lea St.). Rau advised that this project is completely funded by the City of Brenham. Rau noted that in order to conduct the work, even though there is no financial partnership with TxDOT, an Advanced Funding Agreement is required. Rau stated that the project consists of drainage improvements beginning on Tracye Lee leading to Blake Drive and eventually crossing FM 389. Rau advised that this area is in need of improvements related to storm sewer enhancements.

A motion was made by Councilmember Kolby and seconded by Councilmember Saunders to approve Resolution No. R-19-018 approving an Advance Funding Agreement between the City of Brenham and the Texas Department of Transportation (TxDOT) for Drainage Improvements Located on FM 389 and Various Off-System Roadways

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

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

8. Administrative/Elected Officials Report

City Manager James Fisher reported on the following:

- Final two nights for Hot Nights, Cool Tunes will be this Saturday and next week Saturday
- Coffee with a Cop will be August 7th from 1:00 p.m. to 3:45 p.m. at Starbucks
- Washington County Chamber of Commerce will have a Legislative Wrap Up Forum on August 13th from 11:30 a.m. to 1:00 p.m.
- Washington County Chamber of Commerce will have a Tailgate Party on August 22nd from 6:00 p.m. to 10:00 p.m. at Silver Wings Ballroom
- Texas Municipal League Conference will be October 8th through 11th in San Antonio
- City is participating in school supply drive
- Brenham Independent School District starts school August 14th

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

Brenham City Council Minutes

A special budget workshop of the Brenham City Council was held on July 25, 2019 beginning at 9:00 a.m. in the Brenham City Hall, Conference Room 2-A, at 200 W. Vulcan Street, Brenham, Texas.

Members present:

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

Members absent:

Councilmember Albert Wright

Others present:

City Manager James Fisher, Deputy City Secretary I Kacey Weiss, Assistant City Manager – Chief Financial Officer Carolyn Miller, Comptroller Stacy Hardy, Human Resources Director Susan Nienstedt, Strategic Budget Officer Debbie Gaffey, Budget Manager Kaci Konieczny, Director of Tourism and Marketing Jennifer Eckermann, Melinda Gordon, Fire Chief Ricky Boeker, Police Chief Allwin Barrow, Public Works Director Dane Rau, Assistant City Manager of Public Utilities Lowell Ogle, Development Services Director Stephanie Doland, and Kevin Schmidt

Citizens present:

None

Media Present:

None

1. Call Meeting to Order

2. FY 2019-20 Proposed Budget Discussions

Mayor Milton Tate opened the meeting and City Manager James Fisher welcomed the Council. Fisher explained that based on maintaining the current tax rate of \$0.5170 and including the electric and water rate increases, the average residential increase for citizens would be \$197.52 per year or \$16.46 per month. Fisher advised that these amounts are based on the city keeping sanitation. Fisher stated that staff is undecided about the sanitation operations at this time and will be doing a Request For Proposal (RFP) in August. Fisher noted that final valuations have not been certified so the final tax rate is not known at this time.

Public Works Director Dane Rau stated that the city is losing a large amount of money with the recycling center as there is not a market for recyclables at this time. Rau noted that once the RFP's are obtained, staff would be better able to evaluate the sanitation department.

Strategic Budget Officer Debbie Gaffey discussed total new proposed debt in the FY20 budget. This includes:

- 20-Year Certificate of Obligation
 - Tax-backed \$3,450,000 and in I&S Rate for General Fund
 - Tax-backed (pass-through) \$1,000,000 for BCDC
 - Revenue-backed \$2,050,000 for Water/Wastewater Funds
- 3-7 Year Short-Term Notes or Capital-Leases for Vehicles/Equipment
 - Tax-backed (counts against 17.5% debt limits) up to \$1,000,000 in VERF
 - Revenue-backed
 - Up to \$730,000 in Drainage Fund (For drainage equipment)
 - Up to \$900,000 in Sanitation Fund (If we keep all business lines)
 - "Up to" means we may purchase part with excess cash reserves if available

Fisher pointed out the upcoming important Council meeting dates. These include:

- August
 - Thursday, August 1 – record vote on tax rate
 - Wednesday, August 14 – 1st public hearing on tax increase (noon)
- September
 - Thursday, September 5 – 2nd public hearing on tax increase
 - Monday, September 16 – public hearing on budget; ratification of property tax increase; 1st reading of ordinances to adopt tax rate and budget – record vote taken (8:30 a.m.)
 - Thursday, September 19 – 2nd reading of ordinances to adopt the tax rate and budget – record vote taken

Fisher thanked the Council for always taking care of the employees and thanked everyone for their time in working on the budget. Fisher stated that Communication and Public Relations Manager Melinda Gordon would be informing the citizens via social media about the

budget and tax information. Fisher also stated that if any Councilmember has questions or concerns from the citizens, to please let staff know and they would help address them.

Human Resources Manager Susan Nienstedt gave everyone a handout regarding employee group medical coverage. Nienstedt explained that on June 24, 2019, staff met with the Audit Committee to discuss the results of the RFP process for employee coverage. Nienstedt advised that at that time, staff presented the recommendation of staying with TML Group Health Benefits Pool with significant savings. Nienstedt noted that the new coverage would be in effect as of October 1st.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Kacey Weiss, TRMC
Deputy City Secretary

ORDINANCE NO. O-19-033

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, ADOPTING THE 2019 COMPREHENSIVE PLAN, ENTITLED “HISTORIC PAST, BOLD FUTURE: PLAN 2040,” AS THE CITY OF BRENHAM COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY AND SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH SAID ORDINANCE WAS PASSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code, Section 213.002, authorizes municipalities to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the existing City of Brenham comprehensive plan was adopted on November 24th, 2008; and

WHEREAS, the City of Brenham has experienced significant change and growth since 2008, and the City Council directed staff to prepare an updated plan for the City and its extraterritorial jurisdiction; and

WHEREAS, the Comprehensive Plan Advisory Board (CPAC) was appointed by the Brenham City Council to represent citizen boards and commissions, citizens of Brenham and other local entities and to oversee the preparation and public input into the proposed comprehensive plan; and

WHEREAS, over a period of twelve months involving an extensive public engagement process, including four public input meetings, four CPAC meetings, three joint workshop meetings between the Planning and Zoning Commission, Board of Adjustment and City Council, multiple stakeholder listening sessions, and a community wide online survey, the community and aforementioned representatives have reviewed, developed and deliberated the proposed comprehensive plan and provided verbal and/or written recommendations and comments; and

WHEREAS, throughout the planning process the City staff provided coordination and guidance to the planning consulting firm, Kendig Keast Collaborative; and

WHEREAS, the comprehensive plan was considered and recommended for approval by the City of Brenham Planning & Zoning Commission in its final report during its regular meeting August 29, 2019; and

WHEREAS, the City Council, following a public hearing regarding the adoption of the new proposed comprehensive plan, hereby finds and determines the adoption of this Ordinance will promote sound development of the City of Brenham, and further promotes the public health, safety and welfare; Now Therefore,

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

SECTION 1.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

The City of Brenham Comprehensive Plan, entitled Historic Past, Bold Future: Plan 2040,” attached hereto as Exhibit “A” and incorporated herein for all purposes, shall be and is hereby adopted and made the official comprehensive plan of the City of Brenham, Texas, hereinafter designated as the “City of Brenham Comprehensive Plan” or “Comprehensive Plan.”

SECTION 3.

The Comprehensive Plan is a policy guide for the City Council, City Boards and Commissions, City staff and the public for evaluating and reviewing the physical development of the City and such regulations as may be utilized to implement the goals and policies of the Comprehensive Plan.

SECTION 4.

The Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries. In particular, the Future Land Use Map shall not be nor shall it be considered a zoning map, nor constitute zoning regulations or establish zoning boundaries, and shall not be site nor parcel specific and shall only be used to illustrate generalized policies.

SECTION 5.

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of this Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect. The Comprehensive Plan adopted by this Ordinance expressly repeals, supersedes and replaces the City of Brenham 2008 Comprehensive Plan in its entirety.

SECTION 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 7.

Notice of the time and place, where and when said Ordinance would be considered by the City Council at any and all public meetings was given in accordance with applicable law, prior to the time designated for meeting.

SECTION 8.

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 5th day of September, 2019.

PASSED and **APPROVED** on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT “A”

An original copy of the Comprehensive Plan, entitled, “Historic Past, Bold Future: Plan 2040” will be attached to this Ordinance prior to it being signed by the Mayor.

This Plan is also available for review in the City Secretary’s Office.

A copy of the Plan can also be downloaded from the City of Brenham’s website at www.cityofbrenham.org.

ORDINANCE NO. O-19-034

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES PART II, DIVISION 1, BY DELETING SECTION 18, EXTERIOR CONSTRUCTION MATERIALS FOR SELECTED DISTRICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brenham has requested that Appendix A – “Zoning” of the Code of Ordinances be amended; and

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Brenham, Texas, have published notice and conducted public hearings regarding the request to amend Appendix A – “Zoning” of the Code of Ordinances; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, the State of Texas passed House Bill 2439 which disallows municipalities from adopting or enforcing a regulation that prohibits the use of a building product or material for the construction of a residential or commercial building if the building product is approved for use by a national model code; and

WHEREAS, these amendments were considered by the City of Brenham Planning & Zoning Commission and recommended for approval in its final report during its regular meeting August 29, 2019; and

WHEREAS, the City Council deems it appropriate to approve the requested amendments to Appendix A – “Zoning” of the Code of Ordinances; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT APPENDIX A – “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Appendix A – “Zoning” of the Code of Ordinances of the City of Brenham, Texas Part II, Division 1, Section 18, Exterior Construction Materials for Selected Districts, is hereby amended by deleting Section 18, including Subsection 18.01 and Subsection 18.02.

SECTION 2

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 5th day of September, 2019.

PASSED and **APPROVED** on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-035

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING CHAPTER 19, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING OF PROPER NOTICE AND MEETINGS

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 good government, peace and order of the City; and

WHEREAS, in order to enhance, promote and protect the health, safety and general welfare of the citizens of Brenham, Texas the City Council must from time to time amend and/or adopt new regulations; and

WHEREAS, the latest update to Chapter 19, Parks and Recreation, was done in January, 2010; and

WHEREAS, many sections in Chapter 19 are no longer administratively accurate; and

WHEREAS, the City Council finds the following regulations to be reasonable and beneficial to the general health, safety and welfare of the citizens of Brenham;

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

SECTION 1.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2.

Chapter 19, Parks and Recreation, of the Code of Ordinances of the City of Brenham, Texas, is hereby repealed and rescinded in its entirety.

SECTION 3.

Chapter 19, Parks and Recreation, of the Code of Ordinances of the City of Brenham, Texas, shall read as follows:

ARTICLE I. - GENERAL PROVISIONS

Sec. 19-1. - Definitions.

Bicycle shall mean to ride or propel a device commonly known as a bicycle, unicycle, tricycle or similar non-motorized device.

Camping shall mean the overnight use of tents, lean-tos, hammocks, sleeping bags or blankets, or other shelters, automobile trailers, cars, house trailers, house cars, campers, or other such vehicles for the purposes of living or sleeping quarters.

City shall mean the duly incorporated municipality of the City of Brenham, Texas.

Concession stand shall mean a place where patrons can purchase various snacks, drinks and/or food items.

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to stimulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, tank system, or advanced personalized vaporizer (APV), or under any other product name or descriptor.

Entertainment shall mean any amusement or diversion provided, especially in a public performance, by an individual or a group of individuals.

Exhibition shall mean to show publicly for the purposes of competition or demonstration such things as works, art, objects of manufacture, or athletic skills.

Person shall mean an individual, proprietorship, partnership, corporation, association, or other legal entity.

Scoot shall mean to ride or propel a device commonly known as a scooter, with a deck designed to allow a person to stand or sit while operating the device, and includes such a device whether powered by electricity, gas, human or other power.

Skate shall mean to ride or propel a device commonly known as roller skates, roller blades, skateboard or similar non-motorized device.

Smoke or smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. *Smoking* also include the use of an electronic smoking device as defined herein, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this chapter.

Tobacco means any tobacco, cigarette, cigar, pipe tobacco, smokeless tobacco, snuff or any other form of tobacco, which may be utilized for smoking, chewing, inhalation or other means of ingestion or absorption.

Walking or jogging trails shall mean any paved or improved path, sidewalk or bridge designed to be used by individuals for walking, jogging or running.

ARTICLE II. – REGULATIONS

Sec. 19-2. Park hours.

All public parks and parks facilities belonging to the City shall be available for use by the public between the hours of 5:00 a.m. and 11:00 p.m. of each day of the week, unless said park facilities have been reserved for private use. Arrangements must be made in advance with the City Manager or designee for extended hours, or to reserve any park facilities for private use.

Sec. 19-3. Payment of fees.

Fees for all park and recreation activities shall be set by resolution of the City Council. All such fees shall be posted, where applicable, and kept on file with the City Secretary. It shall be unlawful for any person to use or enter upon any park or recreation facility, and engage in an activity for which a fee is charged, without first having first paid said fee.

Sec. 19-4. Destruction of park property.

- (a) It shall be unlawful for any person to deface, tear down, remove, destroy or injure in any manner whatsoever or to cause to be defaced, torn down, destroyed or injured in any manner whatsoever any fence, building, furniture, seat, sign, structure, excavation, post, bracket, lamp, awning, fireplug, hydrant, water pipe, tree, shrub, plant, flower, railing, bridge, backstop, goalpost, culvert or any other property or improvement whatsoever belonging to the City in, at or upon any of the parks owned or controlled by the City.
- (b) A person, group, organization, or entity reserving the use of a park facility shall be responsible for all damages to City property and for the cost of any unreasonable wear and tear to park facilities or for services, including emergency or public safety services such as police and fire, that are provided to or dispatched to the City park or City park facility as a result of such person's, group's or the organization's misuse, improper or unlawful use of the facility.

Sec. 19-5. Advertising.

It shall be unlawful for any person to display any advertising material by or to distribute advertising material of any character within any parks or other recreation areas owned by the City without permission of the City Manager or designee.

Sec. 19-6. Alcoholic beverages

It shall be unlawful for any person to consume any alcoholic beverage in, or to carry or bring any alcoholic beverage into, the Blue Bell Aquatic Center.

Sec. 19-7. Use of Tobacco products

It shall be unlawful for any person to smoke or use tobacco in any City-owned park, including but not limited to athletic fields, skate parks, hiking or biking trails, walking paths, flower or prayer gardens, and playground areas.

Sec. 19-8. Vehicles, motorcycles, and motorized scooters.

No person shall drive an automobile, motorcycle, motor vehicle, golf cart, or other motor operated vehicle or bicycle in or upon any established and maintained park or playground, except in designated parking areas located therein, without specific written permission from the City Manager or designee. This restriction does not apply to any person that requires the use of a motorized or non-motorized mobility device (e.g. wheelchair or scooter) due to illness, injury, or disability.

Sec. 19-9. Bicycling, skating, and scooting.

- (a) It shall be unlawful for any person to bicycle, skate, or scoot within Veterans Memorial Plaza. This restriction shall not apply to any person that requires the use of a motorized or non-motorized mobility device (e.g. wheelchair or scooter) due to illness, injury or disability.
- (b) It shall be unlawful for any person to bicycle, skate, or scoot within the walking and jogging trails in Hohlt Park, Jackson Street Park, and Fireman's Park. It shall also be unlawful for any person to bicycle, skate, or scoot within the portion of Fireman's Park situated north of Fireman's Park Road. These restrictions shall not apply to any person that requires the use of a motorized or non-motorized mobility device (e.g. wheelchair or scooter) due to illness, injury or disability.

Sec. 19-10. Circulars, cards, etc.

It shall be unlawful for any person to distribute any circulars, cards or written matter or post, paste, or affix any placard, notice or sign within any park or playground in the City without written permission from the City Manager or designee.

Sec. 19-11. Camping

It shall be unlawful for any person to camp in or upon any public park situated within the City without permission from the City Manager or designee.

Sec. 19-12. Sleeping

It shall be unlawful for any person to loiter or sleep in any restroom located in any City park or recreation area.

Sec. 19-13. Wading, swimming, fishing, or boating

It shall be unlawful for any person to wade, swim, fish, or boat within any park or recreation area not so designated.

Sec. 19-14. Disposal of litter

It shall be unlawful for any person to deposit paper, glass, metal, litter, or trash of any kind on any lawn, driveway, path, or other place in any park or recreation area except in receptacles provided therefor.

Sec. 19-16. Picnic facilities.

Unless otherwise provided herein, outdoor picnic areas and pavilion areas are available on a first-come, first-served, basis, with the exception of Finke Pavilion, which may be reserved for private use. When reserved for private use the person reserving the Finke Pavilion may exclude members of the general public and it shall be unlawful for a member of the general public to remain in the Finke Pavilion after being notified that the Finke Pavilion has been reserved for private use.

Sec. 19-17. Use of certain municipal ball fields.

- (a) Unless otherwise provided herein, access to City-owned athletic fields are on a first-come, first-served, basis; however, individual reservations are available, upon request, from the City Manager or designee.
- (b) When reserved for private use the person reserving the athletic field may exclude members of the general public and it shall be unlawful for a member of the general public to remain on the athletic field after being notified that the athletic field has been reserved for private use.
- (c) It shall be unlawful for any person, firm or corporation (except City employees) to access a City-owned athletic field while said athletic field is closed.

Sec. 19-18. Golf.

It shall be unlawful for any person to practice golf or hit golf balls in any portion of a City park or recreational area. The practice of disc golf may be permitted in areas designated for disc golf.

Sec. 19-19. Kites, Model Airplanes, and Drones.

It shall be unlawful for any person to fly a kite or propel or guide a model airplane or drone in any park or recreation area traversed by high voltage transmission lines.

Sec. 19-20. Individuals and/or businesses profiting from use of City facilities

It shall be unlawful for any individual or business to financially profit from using public City facilities without a permit or written permission from the City Manager or designee.

Sec. 19-21. Animals.

- (a) It shall be unlawful for any person who owns a dog or other animal, or has a dog or other animal under their control, to permit such dog or other animal to be in any City park unless restricted by a leash. It shall be the responsibility of the owner of the dog or other animal, or the person who has the dog or other animal under their control, to dispose of all pet excrement immediately. Events organized by the City are exempt from this section.
- (b) Except as provided in Texas Human Resources Code §121.003, it shall be unlawful for any person to tether or pasture, or allow or cause to be tethered or pastured, any cow, horse, mule, fowl, or domestic animal in or upon any park or recreation area.
- (c) It shall be unlawful for any person to frighten, annoy, or injure, or attempt to frighten, annoy, or injure any wild or native animal or bird in any park or recreation area.
- (d) It shall be unlawful for any person to ride any horse or other animal or animal-drawn vehicle over or through any park or recreation area without a permit or written permission from the City Manager or designee.

Sec. 19-22. Entertainment and/or exhibition.

No entertainment or exhibition shall be given or conducted in any city park or recreational facility owned by the City without prior written permission from the City Manager or designee. If such entertainment and/or exhibition includes amplified sound, a noise variance from the City Council will be required. The Dr. Bobbie M. Dietrich Memorial Amphitheater is exempt from this section.

Sec. 19-23. Glass containers prohibited.

It shall be unlawful for any person to use or have in their possession any glass container in or upon any public park situated within the corporate limits of the City. Glass baby bottles or baby food jars containing products for consumption by a baby are exempt from this section.

Sec. 19-24. Selling of merchandise, food, and drinks.

- (a) The City shall be the sole operator of concession stands in all City parks and recreational facilities unless otherwise approved in writing by the City Manager or designee.
- (b) It shall be unlawful for any person or persons to sell or offer for sale any drinks or food items within any City park without written permission from the City Manager or designee, and also obtaining a permit from the City's code enforcement officer, as qualified by the Texas Department of State Health Services as a registered sanitarian. If the City does not employ a registered sanitarian that is authorized to issue a required permit for the sale of drink or food items, the required permit must be obtained from an appropriate registered sanitarian authorized to issue said permit.

- (c) It shall be unlawful for any person to sell or offer for sale any goods, wares, services or merchandise within any City park or recreational facility owned by the City without first obtaining a permit or written permission from the City Manager or designee.

Sec. 19-25. Parking.

- (a) It shall be unlawful for any person to park a vehicle in any area of a City park for the principal purpose of displaying the vehicle for sale.
- (b) It shall be unlawful for any person to park, stop, or store a semi-truck or trailer in any area of a City park without written permission from the City Manager or designee.

Sec. 19-26. Penalty provisions.

A violation of this chapter shall constitute a misdemeanor and upon conviction thereof shall be punishable pursuant to the general penalty provisions set out in Section 1-5 of the Code of Ordinances of the City of Brenham.

Sec. 19-27. Permit required.

In addition to meeting any other requirements of this Chapter and the City's Code of Ordinances, written permission or a permit from the City Manager or designee is required prior to sponsoring, holding, or conducting any of the following uses in a City park or City park facility owned by the City:

- (a) Any organized sporting event and associated activities such as rallies, award ceremonies, etc., unless the organizer has a contract with the City;
- (b) Any exhibit, music event, play, motion picture or similar form of entertainment;
- (c) Any assembly or parade;
- (d) Any use of amplified sound equipment;
- (e) Any sale of food, drinks, or other goods;
- (f) Any sale of services, including boot camps, athletic lessons, etc;
- (g) Any park use during times when the park or park facility is normally closed to the public.

Sec. 19-28. Appeals.

Any person dissatisfied with a decision of the City Manager or designee in failing to grant a permit shall have the right to appeal in writing within ten days of the date of the decision. Such appeal shall be presented by the applicant in writing to the City Manager, who shall designate a hearing officer to consider the matter under the standards established in this Chapter. The hearing officer shall be a City employee or official not involved in the consideration of the original application. The hearing officer shall sustain or overrule the decision within 14 days of the date of receipt of the written appeal from the applicant. The hearing officer's decision on such appeal shall be final.

SECTION 4.
SAVINGS CLAUSE

All provisions of any ordinance, resolution or other action of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances, resolutions or other actions shall remain in full force and effect.

SECTION 5.
SEVERABILITY

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences and clauses and phrases remaining should any provision be declared unconstitutional or invalid.

SECTION 6.
REPEALER

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

SECTION 7.
EFFECTIVE DATE

This Ordinance shall become effective upon adoption and publication as required by law.

SECTION 8.
PROPER NOTICE AND MEETINGS

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 were given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on its first reading this the 5th day of September, 2019.

PASSED and APPROVED on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-036

AN ORDINANCE TO AMENDING CHAPTER 6 AND ADOPTING THE 2015 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL RESIDENTIAL CODE, AND INTERNATIONAL EXISTING BUILDINGS CODE, PROVIDING FOR AN EFFECTIVE DATE IN ACCORDANCE WITH THE CITY CHARTER OF THE CITY OF BRENHAM, TEXAS, AND REPEALING ALL CONFLICTING ORDINANCES.

WHEREAS, the City of Brenham regulates buildings and structures within the city limits to provide safe and appropriate building and structures,

WHEREAS, the City Council of the City of Brenham, Texas desires to amend Chapter 6, Buildings and Structures by adopting the 2015 editions of the following: International Building Code, International Fuel Gas Code, International Mechanical Code, International Property Maintenance Code, International Plumbing Code, International Energy Conservation Code, International Energy Conservation Code and the International Existing Building Code, and to amend or add to the Code of Ordinances of the City of Brenham, Texas in order to adopt these codes;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS THAT CHAPTER 6 – BUILDINGS AND STRUCTURES OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1.

That Chapter 6 – Buildings and Structures, Article 1, Section 6-1 of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 6-1. Adoption of building codes.

The codes listed below and all revisions thereto are hereby adopted and incorporated as fully as if set forth at length herein, save and except such portions as may hereinafter be amended, and not less than two (2) copies of said codes have been and are now filed at the offices of the City of Brenham, and from the date on which this Section shall take effect, the provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, and maintenance of all buildings and structures within the area of jurisdiction of the city.

Regulations adopted in Article I shall be applicable to all articles within this Chapter.

Codes adopted by the City of Brenham:

2015 International Building Code (IBC)

2014 National Electric Code (NEC)

2015 International Fuel Gas Code (IFGC)

2015 International Mechanical Code (IMC)

2015 International Property Maintenance Code (IPMC)

2015 International Plumbing Code (IPC)

2015 International Energy Conservation Code (IECC)

2015 International Residential Code (IRC)

2015 International Existing Building Code (IEBC)

2015 International Fire Code (IFC)

SECTION 2.

That Chapter 6 – Buildings and Structures, Article II, of the Code of Ordinances of the City of Brenham, Texas, is hereby amended to read as follows:

ARTICLE II. - BUILDING CODE

Sec. 6-26. - Adoption of building code.

The International Building Code, being particularly the 2015 International Building Code, and all revisions thereto, save and except such portions as may hereinafter be amended, of which code not less than two (2) copies have been and are now filed at the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of all buildings and structures within the area of jurisdiction of the City.

Sec. 6-26.1. - Building code local amendments.

The following local amendments are made to the International Building Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting the following: the City of Brenham

Section 109.3 is deleted in its entirety.

Section 114.3 is deleted in its entirety.

Section 114.4 is deleted in its entirety.

Section 116 is deleted in its entirety.

Section 1209.1 is hereby amended by adding Section 1209.1.1 to read as follows:
Crawlspaces (pier and beam construction) shall be totally skirted with metal, masonry, pressure treated wood, or other non-degradable material.

Section 1612.3 is hereby amended by inserting the following: City of Brenham

Section 1612.3 is hereby amended by inserting the following: "Flood Insurance Study for Washington County, Texas and Incorporated Areas," dated August 16, 2011," or current presiding Flood Insurance Map (FIRM) and Flood Boundary and Floodway Map (FBFM).

Section 107 is hereby amended by adding Section 107.6 to read as follows:

Building Plans, Applications and Permits

An application for a building permit shall be accompanied by a minimum of two (2) copies of a site plan and floor plan for all one-and two-family dwellings, commercial building and apartments five thousand (5,000) square feet or less. Large commercial and apartment buildings over five thousand (5,000) square feet, will require two (2) copies of a full set of plans, including plumbing, electrical, mechanical, structural, final topography, MEP site plans, and all architectural and engineering seals to accompany an application for a building permit. Utility requirements should be noted on all plans.

Site plan shall be in conformity with the City of Brenham's adopted Design Guidelines and Standards Specifications and will show:

- (1) Plan drawn to scale of not smaller than one inch = 50 feet and labeled.
- (2) Plan must show dimension of all property lines.
- (3) All existing and proposed structures must be shown with building dimensions and distances from property lines.
- (4) Access must be shown with dimensions, shape and location.
- (5) All recorded public easements shall be shown and properly dimensioned.
- (6) Location and width of curbs, drainage ditches, sidewalks and right-of-ways.
- (7) Parking areas must be carefully shown and dimensioned.
- (8) Proposed finished floor elevation and top of curb elevation shall be noted.

The floor plan shall include the proposed utility requirements for the structure. Plan review will be completed within ten (10) working days after submission of plans on most applications. Larger projects may take longer. After review, individual permits will be issued for building, electrical, mechanical, plumbing, fire system and irrigation phases. Each individual contractor shall be responsible for inspection of his work. All plumbing, mechanical, fire system and irrigation contractors must show appropriate state license and proof of insurance. All electrical contractors shall have a current state license and all employees must have proper journeyman or apprentice license on job. All extensions, taps, permit fees or deposits shall be paid at the time the permit is issued.

Prior to construction, the contractor or owner shall verify with the city all utility locations and depths. The contractor shall be responsible for placing a string line on a minimum of two (2) property lines, the front and one side. The building inspector may request string lines on additional property lines. These string lines shall be in place at the time of the foundation inspection.

All alterations to building layout, electrical, mechanical, plumbing and structural must have amended drawings and city approval prior to construction.

The property owner is responsible for location of property lines and underground utilities. Fences shall not obstruct drainage or redirect drainage on adjacent property. Any fence along or across an easement may be removed by utility personnel. The city is not required to reconstruct any fences inside of utility easements.

All retainer wall construction requires written approval of the city prior to construction. All cut and/or fill on an improved property requires written city approval prior to work.

A certificate of occupancy will be issued at the completion of all new construction by the city building department. Permanent service will be connected upon issuance of the certificate of occupancy. No occupancy of the building will be allowed prior to the issuance of the certificate of occupancy. No exceptions will be made without written consent of the city building official.

Section 2308.5. is hereby amended in its entirety to read as follows: Walls and partitions shall be constructed in accordance with the applicable provisions of Sections 2308.5.1 through 2308.5.4. In walls containing Plumbing Drain, Waste & Vent lines all framing members shall be 2 inch by six inch (2 x 6) or larger.

Section 2303.1.1 is hereby amended in its entirety to read as follows: Sawn lumber used for load-supporting purposes, including end-jointed or edge-glued lumber, machine stress-rated or machine-evaluated lumber, shall be identified by the grade mark of a lumber grading or inspection agency that has been approved by an accreditation body that complies with DOC PS 20 or equivalent. Grading practices and identification shall comply with rules published by an agency approved in accordance with the procedures of DOC PS 20 or equivalent procedures. Utility grade lumber shall not be used for joists, rafters or vertical framing.

Section 105 is hereby amended by adding Section 105.8 to read as follows: If work done on a building/structure cumulatively within any 12-month period constitutes a "substantial improvement" (as defined in the City's flood damage prevention ordinances, e.g., Section 8 ½ -5 of this Code), the owner shall—to the extent reasonably practicable—make the building comply with current code provisions for new construction regarding: (i) structural components (except foundations) and (ii) life safety features (hand and guard rails, smoke alarms, carbon monoxide alarms, safety glazing, ground fault circuit interrupters, arc-fault combination breakers, emergency egress from sleeping rooms, locking devices on required egress components, etc.). To determine the "market value" of a pre-existing building, the most current tabulation of square foot construction costs published by the International Code Council (usually as part of "Building Valuation Data," see e.g., www.iccsafe.org/cs/techservices) shall be used.

Section 105 is hereby amended by adding Section 105.9 to read as follows: If a building is "substantially damaged" (as defined in the City's flood damage prevention ordinances, e.g., Section 8 ½ -5 of this Code), the owner shall cause it to be: (i) secured to prevent entry by unauthorized persons, within 24 hours after all embers are extinguished (or other damaging occurrence has ended) and (ii) either demolished (in accordance with Chapter 8 ½ of this Code) or rebuilt in conformity with applicable technical codes as though it were a new building. Normal permits (including certificate of occupancy) are required. Work to demolish or rebuild must begin within 60 days following the date the occurrence ends and must be completed within a reasonable time, but not longer than the time allowed by the applicable permit(s). To determine the "market value" of a pre-existing building, the most current tabulation of square foot construction costs published by the International Code Council (usually as part of "Building Valuation Data," see, e.g., www.iccsafe.org/cs/techservices) shall be used.

Section 110.3.1 is hereby amended in its entirety to read as follows: Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. Form Surveys performed by a Texas Registered Professional Licensed Surveyor are required to be submitted prior to approval of foundation inspection.

Section 110.3.2 is hereby amended in its entirety to read as follows: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor. Form Surveys performed by a Texas Registered Professional Licensed Surveyor are required to be submitted prior to approval of foundation inspection.

Secs. 6-27—6-29. Reserved.

ARTICLE III. - ELECTRIC CODE

Sec. 6-30. - Adoption of National Electric Code (NEC) 2014 Edition.

The National Electric Code, being particularly the 2014 National Electric Code, and all revisions thereto, save and except such portions as may hereinafter be amended, of which code not less than two (2) copies have been and are now filed at the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-30.1. - Electrical Code local amendments.

The following local amendments are made to the National Electric Code, 2014 Edition, as adopted by the City of Brenham:

Section 422.40 is hereby amended in its entirety to read as follows:

422.40 Polarity in Cord-and Plug-Connected Appliances.

- (A) If the appliance is provided with a manually operated, line-connected, single-pole switch for appliance on-off operation, or a 15- or 20-ampere receptacle, on-off operation disconnect must be readily accessible.
- (B) Window air conditioners. All window air conditioning units, whether to be operated on 110vac or 220vac current, shall be installed with and bonded to a polarized plug, and Number 10 AWG wire minimum for 220vac shall be used in bonding said air conditioning unit to the said polarized plug.

Article 110 is hereby amended by adding Section 110.81 to read as follows:

110.81 Distribution system limitation.

For the purpose of this article, the distribution system of any person furnishing electric power shall not extend to any property which such person does not own in fee simple or control by easement.

Article 110 is hereby amended by adding Section 110.82 to read as follows:

110.82 Tampering with fuses, circuit breakers.

It shall be unlawful for any person:

- (A) To bridge, tamper with or change from its original installation (except upon the approval of the building official, and then only after a proper permit for alteration has been issued) any fuse of the plug, cartridge type or link type installed in panel boards, main switches or switchboards;
- (B) To alter or change circuit breakers so that the original calibration will be affected; or
- (C) To tie down or secure any circuit breaker so that it will not function properly.

Section 210.52 is hereby amended by adding subsection (E)(4) to read as follows: Switches and equipment installed on the outside of the building in a recess in the outside wall and covered by a door as part of the building structure shall be considered as being on the exterior of the building and exposed to the weather.

Section 230.42 is hereby amended by adding subsection (D) to read as follows:

(D) Service entrance conductors.

In any residence, apartment, apartment house, commercial building or other building of whatsoever character now existing or to be constructed within the city, all service entrance conductors, including underground conductors, shall have a minimum current-carrying capacity of 150 amperes. On buildings with existing service, this requirement shall apply when:

- (1) Load is added or modified;
- (2) An existing service is found to be inadequate for demand; or
- (3) An unsafe condition exists.
- (4) When replacing main service panel, all-service disconnect, service riser, or service underground lateral.

Exception: Existing dwellings with a framed area of less than 1,500 square feet may have conductors with a minimum current-carrying capacity of 125 amperes.

Article 230 is hereby amended by adding Section 230.56.1 to read as follows:

230.53.1 All-service disconnect.

In every building now existing or to be constructed within the city, there must be an "all-service disconnect" accessible on the outside of the building and located as close as practicable to the meter. It shall consist of one switch or circuit breaker having a continuous current rating of no less than 150 amperes. On buildings with existing service, this requirement shall apply when load is added or modified or whenever an unsafe condition exists or when replacing main service panel, all-service disconnect, service riser or service underground lateral. Exception: Existing dwellings with a framed area of less than 1,500 square feet may have a main "all-service disconnect" with a minimum continuous current rating of 125 amperes.

Article 300 is hereby amended by adding Section 300.51 to read as follows:

300.51 Wires, cables, conductors and circuits.

(A) Wires, cables and conductors. Notwithstanding any other code provision or ordinance to the contrary, it shall be unlawful for any person to install or use any of the following in connection with electrical work for any structure in the city:

- 1) Any wire other than solid or stranded copper;
- 2) Any wire smaller than gauge 12 AWG requires electrical load calculations per the NEC.
- 3) Any wire without a separate ground, either in the same cable or in the same conduit;
- 4) Armored cable, type A/C;
- 5) MC Cable, unless the exterior armor is color-coded its entire length by the manufacturer to distinguish it from other flexible metallic conduit systems;
- 6) Nonmetallic sheathed cables, as listed in article 334 of the NEC, but this prohibition only applies to multifamily dwellings with more than one floor above grade; or
- 7) Nonmetallic sheathed cables, as listed in article 334 of the NEC, except in buildings used and occupied exclusively for residential purposes (without any nonresidential occupancies or mixed uses, even if only accessory or incidental).

(B) Circuits. Notwithstanding any other code provision or ordinance to the contrary, it shall be unlawful for any person to install or use more than ten openings (outlets or fixtures) on any single electrical circuit for any structure in the city.

Article 110 is hereby amended by adding Section 110.83 to read as follows:

110.83 Grounding, GFCIs, etc.

(A) Supplemental grounding. On any new service or change-out service there must be a supplemental grounding electrode as specified in article 250.52(A) of the NEC, with the grounding electrode conductor sized per table 250.66 of the NEC.

(B) Certain GFCIs. The ground-fault circuit-interrupter required for a hydro-massage shall not be located under such a bathtub and must be readily accessible as specified in 680.71.

Sec. 6-31. - Right of entry and disconnection of service.

The Building Official or his duly authorized assistant shall have the right to enter any building during reasonable hours in the discharge of his official duties and shall have the authority to cause the disconnection of any wiring or equipment, which such wiring or equipment in his judgment is dangerous to life or property, or may interfere with the work of the fire department.

Sec. 6-32. - Meter loop specifications.

The National Electrical Code, being particularly the 2014 National Electrical Code, save and except such portions as may hereinafter be amended and the meter loop specifications of the Municipal Light and Power System of the City of Brenham, Texas, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling for all electrical work within the area of jurisdiction of the city. Not less than two (2) copies of said National Electrical Code, and meter loop specifications of the Municipal Light and Power System of the city, shall be filed in the office of the Building Official of the city.

Sec. 6-33. - Modifications of code or meter loop specifications.

Any requirement deemed by the inspector necessary for safeguarding the hazards from fire and to life in connection with any electrical installation not specially covered by this article shall be determined by the inspector, subject to appeal to the board of appeals in the manner prescribed in section 6-5.1.

Sec. 6-34. - Approved materials, devices, appliances, apparatus.

It shall be unlawful to manufacture, sell or use any electrical materials, devices, appliances or apparatus which are not approved by the Underwriters' Laboratories, Inc., Chicago, Illinois, anywhere or anytime within the city.

Sec. 6-35. Allowing use of or furnishing electric current without inspection and certificate of approval prohibited.

In order to protect the lives of the citizens and the property of the citizens from the dangers incident to defective wiring of buildings and structures, it shall be unlawful for any person to allow any electrical current used for the purpose of producing light, heat or power in buildings or structures belonging to such person, to be turned on without first having had an inspection made of the wiring by the inspector and having received from the inspector a certificate of occupancy approving the wiring of such building, unless otherwise provided in this article.

It shall be unlawful for any person engaged in the business of selling electricity to furnish any electrical current for use for light, heat or power purposes in any building or structure of any person, unless the building or structure has first been inspected by the inspector and a certificate of occupancy given as hereinafter provided, unless otherwise authorized in this article.

Sec. 6-36. - Re-inspection and correction in certain knob and tube systems; protection of exterior switches and fuse cabinets.

Whenever the service wires of a so-called knob and tube system are disconnected or electrical services disconnected to and in any commercial building or any building in the first fire district which has been vacated for any period in excess of thirty (30) days, the service shall not again be connected until same has been wired so as to conform to this article, subject to any special conditions as approved by the electrical inspector.

All switches or fuse cabinets mounted on the exterior of any buildings must be of an approved weatherproof type.

Whenever old work is found in the following instances, the building official may refuse or disconnect permanent electric service until compliance with the 2014 National Electric Code is completed. The instances shall be when:

- (1) Wiring smaller than gauge 12 SWG is found;
- (2) Wire lacking a separate ground is found; or
- (3) Any structure having more than ten (10) openings on a single circuit

Sec. 6-37. - Advertising on light and telephone poles and wires; wires under sheds, etc.

It shall be unlawful for any person to place or allow to be placed any advertising cards or posters or other light material on any electric, telephone or telegraph poles within the city.

Secs. 6-38—6-49. Reserved.

ARTICLE IV. - GAS

Sec. 6-50. - Adoption of code.

The International Fuel and Gas Code, being particularly the 2015 International Fuel Gas Code (IFGC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-50.1. - Same - Gas code local amendments.

The following local amendments are made to the International Fuel and Gas Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.6 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby by amended in its entirety to read as follows: Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 108.7 is hereby by amended in its entirety to read as follows: When an emergency exists the code official shall have the authority to require disconnection of utility service to any building, structure or system regulated by the technical codes in order to eliminate an immediate hazard to life or property. The code official shall notify the serving utility, and wherever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practicable thereafter.

Section 108.7.1 is hereby by amended in its entirety to read as follows: A person shall not make energy source connections to installations regulated by this code which have been disconnected or ordered to be disconnected by the code official, or the use of which has been ordered to be discontinued by the code official until the code official authorizes the reconnection and use of such installations. When an installation is maintained in violation of this code, the code official shall institute appropriate action to prevent, restrain, correct or abate the violation.

Section 108.7.2 is deleted in its entirety.

Section 108.7.3 is deleted in its entirety.

Section 403 is hereby amended by adding Section 403.14 to read as follows:

Even if otherwise permitted by this code:

1. All above-ground gas piping shall be SCH 40 black iron pipe.

Exception: The use of other gas piping materials approved by the 2015 International Fuel Gas Code will be approved by the City of Brenham after the manufacturer, or manufacturer's designated representative, physically inspects and approves the installation. Written approval of the gas piping inspection and installation must be provided to the City of Brenham on the manufacturer's letterhead and certified by the gas piping manufacturer or manufacturer's designated representative prior to wall or ceiling cover-up.

2. Thermo plastic pipe may be used for gas lines only if it: (i) meets ASTM D2513 (or equivalent, or better), (ii) is identified by proper markings and (iii) is installed with a locator wire (No. 12 gauge insulated solid copper wire).
3. Thermo plastic pipe shall terminate above ground outside of buildings and be installed in pre-manufactured anodeless risers or service head adapter risers, all in accordance with the manufacturer's installation instructions.
4. Underground piping systems require isolation valves.

Section 404.12 is hereby amended to read as follows: Underground piping systems shall be installed in City of Brenham approved materials and at a minimum depth of 18 inches below grade.

Section 404.12.1 is deleted in its entirety.

Section 404.17.3 is hereby amended to read as follows: A yellow insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire size shall not be less than 12 AWG and the insulation type shall be suitable for direct burial.

Section 406.4 is hereby amended in its entirety to read as follows: Low pressure (not to exceed 0.5 PSI) gas piping shall withstand a pressure of at least 10 inches of mercury on a manometer for a period of time not less than 10 minutes without showing any drop in pressure, except that the following shall apply in the case of new construction: The newly-constructed system must withstand a pressure of at least 25 PSI, spring gauge here is acceptable, for a period of not less than 10 minutes without showing any drop in pressure as an initial pressure test, i.e. rough-in, and the system must also withstand a pressure test of 10 inches of mercury on a manometer gauge as a final test. Higher pressure piping systems must withstand pressure of at least 10 PSI, but never less than twice the maximum pressure to which the piping will be subjected in operation, for a period of at least 10 minutes without showing a drop in pressure. The manometer under test conditions shall not be pressured more than 50% of the gauge maximum pressure, i.e. a 10 psi test would require a 20 psi manometer gauge.

Section 402 is hereby amended by adding Section 402.7 to read as follows: Each new or replaced gas meter shall be located on the same lot/property that it serves.

Sec. 6-51. - Cut-off valve.

- (a) All gas service lines on the customer's property will be required to be equipped, ahead of the gas meter assembly, with an approved type, flat ahead-lock pattern, cut-off valve to permit sealing of the valve by authorized city personnel in order to prevent any flow of gas or prevent opening of said valve by persons other than authorized city personnel.

- (b) All gas piping on customer's premises where installed for connection of a range; water heater; space heater; and the like; will be required to be provided with an approved type cut-off valve, installed in the line and directly ahead of the above referred to appliances.

Secs. 6-52—6-55. Reserved.

ARTICLE V. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6-56. - Adoption of Code.

The International Property Maintenance Code, being particularly the 2015 International Property Maintenance Code (IPMC), save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been made and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-56.1. – Same - Property Maintenance code local amendments.

The following local amendments are made to the International Property Maintenance Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 103.5 is deleted in its entirety.

Section 106 is deleted in its entirety.

Section 107 is deleted in its entirety.

Section 108 is deleted in its entirety.

Section 110 is deleted in its entirety.

Section 111 is deleted in its entirety.

Section 112.4 is deleted in its entirety.

Section 302.4 is hereby amended by inserting: twelve (12) inches

Section 302.8 is deleted in its entirety.

Section 304.14 is hereby amended in its entirety to read as follows: Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 602.3 is hereby amended in its entirety to read as follows: Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Exceptions: 1) When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code; and 2) In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 is hereby amended in its entirety to read as follows: Indoor work spaces to be occupied shall be supplied with heat to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. Exceptions: 1) Processing, storage and operation areas that require cooling or special temperature conditions; and 2) Areas in which persons are primarily engaged in vigorous physical activities.

Secs. 6-57—6-60. Reserved.

ARTICLE VI. - INTERNATIONAL PLUMBING CODE

Sec. 6-61. - Adoption of code.

The International Plumbing Code, being particularly the 2015 International Plumbing Code (IPC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling in the construction, installation, extension, or repair of all plumbing, plumbing fixtures and plumbing systems within the area of jurisdiction of the city.

Sec. 6-61.1. – Same - Plumbing code local amendments.

The following local amendments are made to the International Plumbing Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.6.2 is deleted in its entirety.

Section 106.6.3 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby amended in its entirety to read as follows: Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 305.4.1 is hereby amended by inserting (12) twelve inches; (12) twelve inches

Section 918 is hereby amended by adding 918.9 to read as follows: Air admittance valves are only approved for use in an unenclosed structure, i.e. outdoor kitchen.

Section 604.1 is hereby amended in its entirety to read as follows: The design of the water distribution system shall conform to accepted engineering practice. Methods utilized to determine pipe sizes shall be approved. Any manifold system shall not be located on a wall shared with a garage unless it does not penetrate the garage wall.

Section 605 is hereby amended by adding Section 605.26 to read as follows:

1. All water lines under a slab on grade must be copper Type L, K or PEX, no joints. Each water line under, in or through a slab on grade must be sleeved with a continuous piece of tubing at least 0.025 inches thick terminating at least six inches above the finished floor.
2. Note: The City is not responsible for irrigation system components located in street areas or easements (and special permits may be required to install such components in those locations).

Section 903.2 is hereby amended by inserting (12) twelve inches.

Section 1101.2 is hereby amended in its entirety to read as follows: The provisions of this chapter are applicable to interior leaders, building storm drains, building storm sewers, exterior conductors, downspouts, roof gutters and other storm drainage fixtures and facilities.

Section 603.1 is hereby amended in its entirety to read as follows: The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this code. The water service pipe shall be not less than 3/4 inch (19.1 mm) in diameter.

Sec. 6-62. - Cross-connection control program.

- (a) *General.* No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems (290 Rules) and this section. The water purveyor shall discontinue water service if a required backflow prevention assembly is not installed, maintained and tested in accordance with the 290 Rules and this section.
- (b) *Backflow prevention assembly installation, testing and maintenance.*
 - (1) All backflow prevention assemblies shall be tested upon installation by a licensed backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.
 - (2) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14) or the University of Southern California Manual of Cross-Connection Control.
 - (3) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of such test, repairs, and overhaul shall be kept and submitted to the city within five (5) working days of the test, repair or overhaul of each backflow prevention assembly.
 - (4) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the city. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, University of Southern California Manual of Cross-Connection Control, current addition, or the current plumbing code of the city, whichever is more stringent.
 - (5) Test gauges used for backflow prevention assembly testing shall be tested for accuracy at least annually in accordance with the American Water Works Association's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, or the University of Southern California's Manual of Cross-Connection Control, current addition. The original calibration form must be submitted to the city within five (5) working days after calibration.
 - (6) A recognized backflow prevention assembly tester must hold a current endorsement from the Texas Commission on Environmental Quality (TCEQ).

(c) *Customer service inspections.*

- (1) A customer service inspection shall be completed prior to providing continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - a. Plumbing inspectors and water supply protection specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - b. Customer service inspectors that have been licensed by the Texas Commission on Environmental Quality (TCEQ).
- (3) The customer service inspection must certify that:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - b. No cross-connection between the public water supply and a private water source exists. Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
 - c. No connection exists which allows water to be returned to the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than eight (8) per cent lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
 - e. No solder or flux which contains more than 0.2 per cent lead can be used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one (1) lead test shall be performed for each inspection.

Secs. 6-63—6-65 Reserved.

ARTICLE VII. - ENERGY CODE

Sec. 6-66. - Adoption of code.

The International Energy Conservation Code, being particularly the International Energy Conservation Code (IECC) as adopted by the State of Texas, and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-66.1. – Same - Energy code local amendments.

The following local amendments are made to the International Energy Conservation Code, referenced 2015 Edition, as adopted by the City of Brenham:

Sections C101.1 and R101.1 are hereby amended by inserting: the City of Brenham

Sections C108.4 and R108.4 are deleted in their entirety.

Section C104.4 is hereby amended in its entirety to read: The code official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability. In lieu of inspection by City employees, the building official may require a written certification that a building meets or exceeds minimum requirements, if the certification is: (i) signed by a code-certified inspector (as defined in V.T.C.A., Health and Safety Code § 388.02) not employed by the city, and (ii) accompanied by an approved inspection checklist, properly completed, signed and dated by the inspector. If the fees of the code-certified inspector are paid by the City, the amount shall be added to the building permit fees otherwise payable. With approval from the building official, a permittee may pay such fees directly to an independent inspection firm. Only code-certified inspectors or inspectors as approved by the currently adopted edition of the IECC may perform inspections and enforce this code in the City. A copy of all approved inspections, rough-in and final shall be provided to the city prior to final inspections being requested.

Secs. 6-67—6-70. Reserved.

ARTICLE VIII. - MECHANICAL CODE

Sec. 6-71. - Adoption of code.

The International Mechanical Code, being particularly the 2015 International Mechanical Code (IMC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-71.1. – Same - Mechanical code local amendments.

The following local amendments are made to the International Mechanical Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 106.5 is deleted in its entirety.

Section 108.3 is deleted in its entirety.

Section 108.4 is deleted in its entirety.

Section 108.5 is hereby amended in its entirety to read as follows: Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

Section 306.3 is hereby amended in its entirety to read as follows: Attics containing appliances shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance.

Secs. 6-72—6-75. Reserved.

ARTICLE IX. - RESIDENTIAL CODE

Sec. 6-76. - Adoption of code.

The International Residential Code, being particularly the 2015 International Residential Code (IRC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-76.1. – Same - Residential code local amendments.

The following local amendments are made to the International Residential Code, 2015 Edition, as adopted by the City of Brenham:

All amendments and deletions to the other "International Codes" adopted by this Schedule are also carried forward and adopted as amendments to or deletions from the International Residential Code, 2015 Edition.

This code does not apply to installation and maintenance of electrical wiring and related components. See National Electrical Code.

Section R101.1 is hereby amended by inserting: the City of Brenham.

Section R113.3 is deleted in its entirety.

Section R113.4 is deleted in its entirety.

Table R301.2 (1) is hereby amended in its entirety to read as follows:

Table R301.2(1). Climatic and Geographical Design Criteria Page 3-3			
Ground snow load:	0 [per figure R301.2(5)]	Air freezing index:	50 BF days
Wind speed (mph):	100 (3-second gust) [per figure R301.2(4)A]	Mean annual temperature:	68° F
Seismic design category:	A [per figure R301.2(2)]	Subject to damage from weathering:[per figure R301.2(3)]	Negligible
Winter design temperature:	32° F [appendix D of the IPC, Houston] [per figure R302.2(1)] Local Data if more accurate	Frost line: [per figure R301.2(8)]	5"
Ice shield underlayment:	Not required	Termite: [per figure R301.2(6)]	Very heavy
Flood hazards:	Map effective date: August 16, 2011 Community Number 480648 Panel numbers: 0295C 0300C 0315C 0450C	Decay:	Mod. to severe

Section R408.1 is hereby amended by adding section R408.1.1 to read as follows:

Crawlspaces (pier and beam construction) shall be totally skirted with metal, masonry, pressure treated wood, or other non-degradable material.

Section G2415.12 is hereby amended to read as follows: Underground piping systems shall be installed in City of Brenham approved materials and at a minimum depth of 18 inches below grade

Section G2415.12.1 is deleted in its entirety.

Section G2415.17.3 is hereby amended to read as follows: A yellow insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at each end of the nonmetallic piping. The tracer wire size shall not be less than 12 AWG and the insulation type shall be suitable for direct burial.

Section P2603.5.1 is hereby amended in its entirety to read as follows: Building sewers that connect to private sewage disposal systems shall be a not less than twelve (12) inches below finished grade at the point of septic tank connection. Building sewers shall be not less than twelve (12) inches below grade.

Secs. 6-77—6-80. - Reserved.

ARTICLE X. - EXISTING BUILDING CODE

Sec. 6-81. - Adoption of code.

The International Existing Building Code, being particularly the 2015 International Existing Building Code (IEBC), and all revisions thereto, save and except such portions as may hereinafter be amended, of which not less than two (2) copies have been and are now filed in the offices of the City of Brenham, are hereby adopted and incorporated as fully as if set forth at length herein, and from the date on which this section shall take effect, the provisions therein shall be controlling within the area of jurisdiction of the city.

Sec. 6-81.1. – Same – Existing building code local amendments.

The following local amendments are made to the International Existing Building Code, 2015 Edition, as adopted by the City of Brenham:

Section 101.1 is hereby amended by inserting: the City of Brenham

Section 108.3 is deleted in its entirety.

Section 115 is deleted in its entirety.

Section 117 is deleted in its entirety.

Section 113.3 is deleted in its entirety.

Section 113.4 is deleted in its entirety.

Section 1401.2 is hereby amended by inserting: September 19, 2019

Secs. 6-82—6-85. Reserved.

ARTICLE XI. - SWIMMING POOLS

Sec. 6-86. - Definition.

A swimming pool within the meaning of this section shall be any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent, and either above or below the ground which contains water of more than twenty-four (24) inches in depth and which is used primarily for the purpose of bathing or swimming.

Sec. 6-87. Installation of new pools and compliance of existing pools.

- (a) It shall be unlawful for any person to construct, install or enlarge a swimming pool in the city limits not enclosed in a permanent building with self-closing, self-latching doors, except in accordance with the following regulations.
- (b) It shall be unlawful for any person who owns an indoor swimming pool within the city limits on the effective date hereof to maintain such swimming pool without self-closing, self-latching doors leading directly to the pool area after September 1, 1991.
- (c) It shall be unlawful for any person who owns an outdoor swimming pool within the city limits on the effective date hereof to maintain such swimming pool without fences as provided in section 6-146 after September 1, 1991.

Sec. 6-88. - Permit.

It shall be unlawful for any person to construct, install, enlarge or alter any private swimming pool unless a building permit has first been obtained from the building inspector. The permit fee shall be paid per fee schedule. Application shall be on forms provided by the building inspector and shall be accompanied by plans drawn to scale showing the following:

- (1) Pool dimensions and volume of water in gallons;
- (2) Location and type of waste disposal system;
- (3) Location of pool on lot, distance from lot lines and distance from structure;
- (4) Fencing and landscape plan, or a combination thereof; and
- (5) Specifications on gate latching.

Sec. 6-89. - Construction requirements.

- (a) All pools located, erected, enlarged, or constructed within the City of Brenham shall conform to the following requirements:
 - (1) A minimum five-foot rear and side yard is required;
 - (2) A minimum twenty-five-foot front yard and a fifteen-foot side yard on corner lots is required, or pools must be located behind the established building lines of the principle structure located on the lot, whichever distance is greater;
 - (3) Pools must be a minimum of five (5) feet from any structure to allow access for emergency rescue operations; and
 - (4) All measurements are taken from the outermost edge of the pool coping.
- (b) Any connection to the city's sewer system shall include a suitable gap or backflow prevention device to prevent contamination of the pool by the sewer.
- (c) Gaseous chlorination systems shall not be used as a disinfection method for pool waters.
- (d) Any connection to the city's potable water system shall be protected by a suitable air gap or approved backflow prevention device.

Sec. 6-90. - Fence.

- a) Pools within the scope of this section or not enclosed within a permanent building shall be completely enclosed by a fence of sufficient strength to prevent access to the pool and shall not be less than four (4) feet in height, so constructed as not to have voids, holes or openings larger than four (4) inches in one dimension. Gates or doors shall be equipped with a self-closing and self-latching childproof device for keeping the gate or door securely closed at all times when not in actual use. Such latch shall be installed at a minimum height of four (4) feet or the top of the fence. Gates or doors may be disabled from use to the satisfaction of the city manager or his designee in lieu of a self-closing and self-latching device. The location of fencing required shall be subject to all other applicable ordinances. No fence shall be located, erected, constructed or maintained closer than three (3) feet to a pool. The wall of the house or building faced to a pool may be incorporated as a portion of such fence.
- b) Aboveground pools with self-provided fencing to prevent unguarded entry will be allowed without separate additional fencing, providing the self-provided fence is of four-foot required height and design as heretofore specified.
- c) Permanent access from grade to aboveground pools having stationary ladders, stairs or ramps shall have not less than equal safeguard fencing and gates.

Sec. 6-91. - Pool covers.

Pools which have a maximum depth of four (4) feet or less may be covered in lieu of a fence to comply with these requirements.

Sec. 6-92. - Other regulations.

No pool shall be so operated or maintained as to create a nuisance, a hazard, an eyesore or otherwise to result in a substantial adverse effect on neighboring properties, or to be in any other way detrimental to public health, safety and welfare.

Sec. 6-93. - Maintenance.

A swimming pool or swimming pools shall be disinfected and maintained in a sanitary manner. The health inspector may inspect or cause to be inspected each private swimming pool maintained in the city.

Sec. 6-94. - Pool safety equipment.

Each pool shall maintain at least one floating throw-ring and rope and/or one rescue pole per pool. Such equipment shall be maintained in good working order.

Sec. 6-95. - Penalty.

Any person who shall violate any provision of this article, shall be deemed guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-5 of the City of Brenham Code of Ordinances.

Secs. 6-96-6-99. – Reserved.

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 5th day of September 2019.

PASSED and **APPROVED** on its second reading this the 19th day of September 2019.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-19-037

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

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

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

SECTION I.

The City Council of the City of Brenham, Texas, does hereby adopt the Electric Rate Schedules for electric services set forth in the attached Exhibit “A”, which is made a part hereof for all purposes pertinent, to be effective with utility billing occurring on and after January 1, 2020.

SECTION II.

This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas. The implementation of rates as forth herein and on the attached Exhibit “A” shall be effective with utility billing occurring on and after January 1, 2020.

PASSED AND APPROVED on its first reading this the 5th day of September, 2019.

PASSED AND APPROVED on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

“EXHIBIT A”

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

ALL SERVICES	400	410
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

RESIDENTIAL SERVICE

RATE SCHEDULES E-A and E-AO

APPLICABILITY

This rate is applicable to all individually metered single-phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 12.40
Wires Charge	Charge for distribution service	\$ 0.02698/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	As needed

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

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

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	411
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/08)	

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

“EXHIBIT A”

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

ALL SERVICES	400	412
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/08)	

RESIDENTIAL SERVICE
RATE SCHEDULES E-B and E-BO

APPLICABILITY

This rate is applicable to all individually metered three phase residential dwelling units receiving electric service used solely for residential purposes through a permanent meter installation.

AVAILABILITY

This rate is available to all residential customers of the City of Brenham.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 21.40
Wires Charge	Charge for distribution service	\$ 0.02698/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, each customer shall be billed for all taxes applicable to the sale of electricity.

TERMS OF PAYMENT

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

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	413
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service per premise to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	420
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
	(Supersedes Rate Change Effective 10/01/08)	

SMALL GENERAL SERVICE

RATE SCHEDULE E-C

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes a maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 16.00
Wires Charge	Charge for distribution service	\$ 0.02623/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

TERMS OF PAYMENT

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

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	421
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	422
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

SMALL GENERAL SERVICES

RATE SCHEDULE E-D

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are less than thirty (30) kilowatts of maximum demand. If the customer establishes maximum demand of thirty (30) kilowatts or more, the monthly billing will be calculated under the Large General Service Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than thirty (30) kilowatts.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 27.80
Wires Charge	Charge for distribution service	\$ 0.02623/ KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the monthly charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

TERMS OF PAYMENT

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

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	423
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall normally be single phase, 120/240 volt, 60 cycle alternating current delivered at a single point of service to be designated by the City.

SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premises. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	430
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

LARGE GENERAL SERVICE

RATE SCHEDULE E-E

APPLICABILITY

This rate is applicable to customers receiving single phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving single phase service	\$ 42.90
Wires Charge	Charge for transmission and distribution service	\$ 0.01781/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	431
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/240 volts	single phase
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SPECIAL CONDITION OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	432
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

LARGE GENERAL SERVICE

RATE SCHEDULE E-F

APPLICABILITY

This rate is applicable to customers receiving three phase electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of thirty (30) kilowatts of maximum demand during any month during any twelve (12) month period, but whose electric requirements do not exceed three hundred (300) kilowatts of maximum demand during any month during any twelve month period. If the customer establishes a maximum demand of three hundred (300) kilowatts or more, the monthly billing will be calculated under the Small Industrial Rate Schedule and will continue to be so calculated under such rate schedule until the customer establishes monthly demands for each of eleven (11) consecutive monthly billing periods of less than three hundred (300) kilowatts.

MONTHLY BASE RATES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 74.80
Wires Charge	Charge for transmission and distribution service	\$ 0.01781KWh
Energy Charge	Charge for energy supply and transmission cost	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

1. In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	433
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

2. If ownership or operation of a facility changes, the new customer shall assume the prior billing history and the account shall remain in the pre-existing rate category. The new customer shall not be billed under the Small General Service Rate until the facilities receiving service have established billing KW demand below thirty (30) KW for eleven (11) consecutive months, unless the customer can demonstrate that the characteristic of service has changed.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60-cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the non-coincident peak KW demand is less than 0.95.

The power factor penalty shall be calculated by increasing the measured billing demand such that corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

“EXHIBIT A”

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	440
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/14)		

SMALL INDUSTRIAL SERVICE

RATE SCHEDULE E-G

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers that satisfy the following requirements: (i) electric requirements for all uses which exceed three hundred (300) kilowatts of maximum demand during any month during any twelve (12) month period, but whose requirements do not equal or exceed five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility, and (ii) have annual energy usage of two million (2,000,000) KWh.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 108.00
Distribution Wires Charge	Charge for distribution service	\$ 0.01254/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	441
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	

(Supersedes Rate Change Effective 10/1/14)

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	450
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/14)		

LARGE INDUSTRIAL SERVICE

RATE SCHEDULE E-H

APPLICABILITY

This rate is applicable to customers receiving electrical service for any purpose other than use in individually metered residential dwellings, and includes service to temporary service installations.

AVAILABILITY

This rate schedule is available to all customers whose electric requirements for all uses are equal to or in excess of five thousand (5000) kilowatts of maximum demand at one point of delivery, or at multiple points of delivery to one contiguous facility.

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving three phase service	\$ 108.00
Distribution Wires Charge	Charge for distribution service	\$ 0.00882/ KWh
Energy Charge	Charge for energy supply and transmission costs	\$.075 KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission	Monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be the customer charge.

BILLING ADJUSTMENTS

In addition to the base charges, the customer shall be billed for all taxes applicable to the sale of electricity.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	451
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/14)		

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Electric service supplied under this rate schedule shall be 60 cycle alternating current delivered at a single point of service to be designated by the City, at the City's choice of the following standard voltage:

120/208	volts, three phase
120/240	volts, three phase
240/480	volts, three phase
277/480	volts, three phase
7200/12470	volts, three phase

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. The customer shall control voltage fluctuations caused by his equipment at his expense. A customer's equipment shall not cause voltage fluctuations that exceed 1% on the City's primary distribution system.
4. A power factor penalty may be assessed if the necessary equipment for determining power factor is installed and if the power factor during the coincident peak KW demand period is less than 0.95.

The power factor penalty shall be calculated by increasing the measured coincident peak KW billing demand such that the corrected billing demand and measured KVAR yield a calculated power factor of 0.95. If the measured power factor is 0.95 or greater, the billing KW demand shall be the KW demand in accordance with the appropriate schedule.

The additional metering equipment necessary to measure or compute KVAR or power factor may be installed at any demand metered customer without notice at the discretion of the City.

"EXHIBIT A"

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

ALL SERVICES	400	460
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	

SECTION TITLE

EFFECTIVE DATE

(Supersedes Rate Change Effective 10/01/08)

**MERCURY VAPOR LUMINARIES
SECURITY LIGHT SERVICE
RATE SCHEDULES E - SL and E-SLO**

APPLICABILITY

This rate is applicable to all unmetered, dusk to dawn lighting where the City's existing facilities are suitable for the installation of necessary fixtures.

AVAILABILITY

This rate is available to all customers of the Municipal Light and Power System.

MONTHLY CHARGES

The monthly bill shall be \$ 13.90 per LUMINARIES.

TERMS OF PAYMENT

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

CHARACTER OF SERVICE

Service supplied under this schedule shall consist of service to 175 watt, 250 watt, or 400 watt mercury vapor luminaries installed on wooden poles with overhead secondary service.

SPECIAL CONDITIONS OF SERVICE

1. Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.
2. Service will be rendered under this schedule when the City has facilities immediately adjacent to the customer's premise. If a power line extension is required to provide service to the customer, the customer's cost of the line extension will be determined in accordance with the City's extension policy in effect at the time of the extension.
3. Mercury vapor luminaries shall be installed on existing facilities of the City at no expense to the customer other than the monthly charge. Should the customer desire additional wooden poles for the purpose of receiving security lighting service, at a maximum spacing not to exceed 125 feet, the poles will be provided at a non-refundable cost of \$75.00 per pole to the customer.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	470
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	OCTOBER 1, 2008	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 01/01/03)		

STREET LIGHTS

RATE SCHEDULE E - Y

MONTHLY CHARGES

The monthly rates shall be the sum of the following charges:

Type of Charge	Description	Charge
Customer Charge	Customer charge for customers receiving the street lighting service	\$15.00
Energy Charge	Charge for energy supply and transmission costs	\$.075 / KWh
Power Cost Recovery Factor	Charge for adjustments in generation and transmission charges	monthly

MINIMUM MONTHLY CHARGES

The minimum monthly bill shall be \$ 15.00

BILLING ADJUSTMENTS

In addition to the base charges, customer shall be billed for all taxes applicable to the sale of electricity excluding gross receipts taxes.

TERMS OF PAYMENT

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

SPECIAL CONDITION OF SERVICE

Service rendered under this schedule is subject to the City's Rules and Regulations in effect from time to time.

“EXHIBIT A”

CITY OF BRENHAM

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

ALL SERVICES	400	485
TARIFF	SECTION NO.	SHEET NO.
ELECTRIC RATE SCHEDULE	JANUARY 1, 2020	
SECTION TITLE	EFFECTIVE DATE	
(Supersedes Rate Change Effective 10/01/08)		

POWER COST RECOVERY FACTOR

APPLICABILITY

All charges under all rate schedules, with the exception of rate schedule E-SL, may be adjusted (increased or decreased) monthly based upon the calculated Power Cost Recovery Factor (PCRF)

CALCULATION OF POWER COST RECOVERY FACTOR

Wholesale power costs will be passed through with **no** markup. This will be calculated based on actual costs and forecast of future cost and consumption. The goal is to pass all costs through on a fiscal year basis.

NOISE VARIANCE REQUEST

Application Fee \$10.00

1. Name of sponsoring organization: Texas Arts & Music Festival
2. Name and address of individual making application on behalf of sponsoring organization: Brad Stufflebeam
307 S. Park Brenham, Tx 77833
3. Purpose of the Event: Music festival
4. Location of Event: Commerce Street Parking Lot
5. Date of the event: Oct 18, 19, 20
6. Time of Event: 7pm Oct. 18 to 3pm Oct. 20
7. Event Set-up: From: 8am To: 10am Oct. 18
Event Clean-up: From: 3pm To: 5pm Oct. 20
8. You are required to describe the following:

a) Types of Activities Planned and any additional information specific to this event: music, street vendors

b) Bands/Musical Instruments: full bands (7)

c) Sound amplification equipment: professional sound company

d) Cleanup provisions: dumpster & volunteers

Brad Stufflebeam
Name of Applicant (Printed or Typed)

Date: 9/5/19

[Signature]
Applicant or Authorized Person's Signature

Phone: 979-530-7993

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

paid
09/05/19
cash \$10.00
kw

**CUSTOMER
SERVICES CONTRACT**

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

DATE SUBMITTED: July 22, 2019

SCOPE OF SERVICES:

JOB NUMBER:

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

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

See Attached Terms and Conditions.

SCHEDULE:

To be determined, but approximately 11 weeks trimming (Starting about April 20, 2020).

CONTRACT PRICE: Total Contract Amount: \$ 141,556.80
Approximately: \$134,816.00 per year (direct charge from McCoy)
Estimated 5% administration fee: \$ 6,740.80
Per hour rates will depend on individual classification of each employee. (See attached rate schedule).
McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

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

City of Brenham
By: _____
Title: Mayor
Date: _____

Lower Colorado River Authority
By: 
Title: Manager, Customer Services
Date: 7-22-2019

OFFICE USE ONLY

Accounting: 0

Approved By: _____
Completion Date: _____

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$47.83	1 \$	47.83
Foreperson	\$37.30	1 \$	37.30
Trimmer	\$31.60	1 \$	31.60
Trimmer/Ground Man	25.06	1 \$	25.06

Equipment

Chain Saws (each)	0.9	0.9 \$	0.81
Bucket Truck with Chip bed	15	15 \$	225.00
Chipper	5.71	5.71 \$	32.60
GF PickUp	10.75	1 \$	10.75

Crew Rate (using Max Rates)

Supervisor/General Foreperson	\$47.83	1 \$	47.83
GF PickUp	\$10.75	1 \$	10.75
Foreperson	\$37.30	2 \$	74.60
Trimmer	\$31.60	4 \$	126.40
Chain Saws (each)	\$ 0.90	6 \$	5.40
Bucket Truck with Chip bed	\$15.00	2 \$	30.00
Chipper	\$ 5.71	2 \$	11.42

Total Hourly Crew Rate		\$	306.40
Total Weekly Crew Rate		\$	12,256.00
Total weeks	11.0	\$	134,816.00
Total Trimmers		7	

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	134,816.00	Note: This is the estimated direct
Average/week	\$	12,256.00	charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a 5% user fee to cover the cost of scheduling and administering the program
This fee will be added to the city's power billing the following month after work is completed
The estimated charge is: \$ 6,740.80

Total (LCRA and McCoy)	\$	141,556.80	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	12,868.80	

TERMS AND CONDITIONS

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

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

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

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

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



SYSTEM WATER AVAILABILITY AGREEMENT

*Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555
(254) 761-3100*



CITY OF BRENHAM

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF BRENHAM**

AGREEMENT made and entered into this the ____ day of _____ 2019, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF BRENHAM** ("Purchaser") of Washington County, Texas.

1. RECITALS. BRA owns and operates various reservoirs in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various reservoirs owned and operated by the United States Army Corps of Engineers ("USACE"). BRA is authorized by the State of Texas to store state waters in the reservoirs owned by BRA and various reservoirs owned and operated by the USACE in the Brazos River Basin; BRA has been granted water rights permits and certificates of adjudication by the Texas Commission on Environmental Quality, or its predecessors, and to make such stored waters available for beneficial use. BRA is authorized to operate the System as a hydrologic unit(s) to more efficiently utilize the waters of the Brazos River Basin included in the System and to make water available to meet the needs of BRA's customers.

BRA's System Operation Permit authorization allows BRA to use naturally occurring flows in the basin and return flows from wastewater treatment plants, in conjunction with the water supply in the reservoirs within the BRA water supply system. The uncontrolled natural flow, originating downstream of the BRA's reservoirs during wet times, can be augmented by releases from BRA reservoirs upstream during dry times and collectively achieve a System yield that is greater than the sum of the individual reservoir yields.

Purchaser wishes to contract with BRA to make available 774 acre-feet of Sys Ops Water per Fiscal Year under the terms of this Agreement pursuant to the System-wide pricing methodology, and BRA agrees to make water available to Purchaser pursuant to the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Annual Contracted Amount" shall mean the total volume, expressed in acre-feet per Fiscal Year, which BRA agrees to make available and Purchaser agrees to purchase. For this Agreement, the amount is 774 acre-feet.
- c) The term "BRA" shall mean Brazos River Authority.
- d) The term "Board" shall mean the Board of Directors of Brazos River Authority.
- e) The term "Budgeted Cost of Service" shall mean all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System. Specific

costs include, but are not limited to, personnel, operations, capital, infrastructure, financing, administration and overhead.

f) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.

g) The term "Industrial Use" shall mean the use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including the development of power by means other than hydroelectric, but does not include agricultural use.

h) The term "Irrigation Use" shall mean the use of water for the irrigation of crops, trees, and pasture land, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

i) The term "Mining Use" shall mean the use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

j) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or the use of reclaimed water in lieu of potable water for the preceding purposes or the use of return flows authorized pursuant to Texas Water Code, §11.042, in lieu of potable water for the preceding purpose, the application of municipal sewage effluent on land, under a Texas Water Code, Chapter 26, permit where:

(A) the application site is land owned or leased by the Chapter 26 permit holder; or

(B) the application site is within an area for which the TCEQ has adopted a no-discharge rule.

k) The term "Overuse" shall mean withdrawal or release of water in excess of the amount contracted.

l) The term "Purchaser" shall mean City of Brenham.

m) The term "Reuse" shall mean the authorized use of any portion of the water sold hereunder that remains unconsumed after the water is used for the purpose authorized herein.

n) The term "Sys Ops Water" shall mean raw water derived from and made available under this Agreement through the issuance of BRA's System Operation Permit.

o) The term "System" shall mean BRA's water supply system and shall include the BRA's facilities, infrastructure and properties insofar as they are related to making water available from the BRA together with all future extensions, improvements, enlargements, and additions to and/or all replacements thereof whether from surface water supplies, groundwater, System Operation Permit, current and/or future TCEQ water right permits or certificates of adjudication, contractual rights to water supply, or a combination thereof, unless specifically excluded from the System by resolution of the Board.

p) The term "System Operation Permit" shall mean Permit No. 5851 issued on November 30, 2016; whereby the BRA is authorized by TCEQ the right to contract for Sys Ops Water with customers in areas designated by TCEQ.

q) The term "System Rate" shall mean the annual rate per acre-foot of water established by BRA from time to time under the system-wide pricing methodology for water made available to Purchaser from the System under this Agreement.

r) The term "TCEQ" shall mean the Texas Commission on Environmental Quality or any successor regulatory bodies, either state or federal, with the power to regulate water rights permitting, water quality, metering and/or reporting within the Brazos River Basin.

3. EFFECTIVE DATE. The effective date of this Agreement is **September 1, 2019.**

4. AVAILABILITY OF WATER. While this Agreement remains in force, BRA agrees to make available to Purchaser for withdrawal from the System an amount of water not to exceed the Annual Contracted Amount; provided however, BRA may curtail the water supplied under this Agreement as required by law or in accordance with the BRA's Drought Contingency Plan. Purchaser agrees that it is contracting to have water made available to it in amounts and at such times and locations as are provided for herein and that the water to be provided under this Agreement is subject to local availability. Purchaser acquires no property right in the water made available to it under this Agreement beyond the right to have the water made available to it for diversion and use under the terms of this Agreement. BRA agrees to make water available from the System, and Purchaser acquires no rights or interests in any of the water supply sources that comprise the System above and beyond those rights that accrue to it as a customer of the System under this Agreement.

5. TYPE OF USE. Purchaser represents, and BRA relies on such representation, that all water to be made available by BRA under this Agreement to Purchaser shall be used solely for municipal purposes.

6. DATE AND PLACE OF PAYMENTS. Payments to be made hereunder shall be made at BRA's office in Waco, McLennan County, Texas. BRA contemplates that by the first day of each Fiscal Year (currently September 1) it will have adopted budgets for BRA for said Fiscal Year and established the System Rate for said Fiscal Year. Payments for water made available each Fiscal Year may be made under one of three payment options from which Purchaser will select at the beginning of each Fiscal Year. Annual payments shall be made on or before September 15 of each year. Quarterly payments shall be made on or before September 15, December 15, March 15, and June 15 of each year. Monthly payments shall be made on or before the fifteenth of each month each year. Quarterly payments or monthly payments shall include a multiplier to be applied to the Annual Contracted Amount to allow BRA to recover interest lost on any unpaid balance plus a service charge for administrative costs, including but not limited to costs involving the billing, accounting, and collecting for the quarterly or monthly payments. The multiplier to recover lost interest revenue and the service charge for administrative costs shall be determined on an annual basis using the method approved by the Board and shall be just and reasonable.

If, in accordance with Section 7b) of this Agreement, BRA increases the payment due from Purchaser during a Fiscal Year, it shall notify Purchaser of any increased amount of payment due for the remainder of the Fiscal Year and the increased amount shall be paid by Purchaser (i) within 30 days after receipt of notice of the increase if Purchaser has already paid all amounts otherwise due to BRA for such Fiscal Year, or (ii) in approximately equal installments added to any further installment amounts owed by Purchaser for the remainder of such Fiscal Year if Purchaser has selected a payment option which resulted in Purchaser still having payments due to BRA during the remainder of such Fiscal Year.

7. UNCONDITIONAL NATURE OF PAYMENT OBLIGATION; PRICE.

a) Purchaser unconditionally agrees to pay BRA annually for the water agreed to be made available to Purchaser hereunder at a price equal to the product of multiplying the System Rate times the Annual Contracted Amount regardless of whether the full Annual Contracted Amount of water is diverted and used by Purchaser.

b) The System Rate shall be established annually by the Board; it shall be calculated by utilizing a Budgeted Cost of Service basis considering the water supply System costs and the acre-feet of long term water sold under contract; and it shall be just, reasonable and non-discriminatory. Purchaser shall be provided at least 15 days' notice of the proposed amount and the meeting date at which the System Rate shall be established and shall be provided an invoice before the payment is due and payable. The System Rate has been established by the Board at a rate of \$79.00 per acre-foot of water agreed to be made available annually to Purchaser for the current Fiscal Year. BRA shall not increase the System Rate other than on a Fiscal Year basis, which determines the System Rate for the following Fiscal Year under this Agreement, except for unforeseeable reasons of a serious or substantial nature. Such reasons include Force Majeure, government legislation or regulations, or permit requirements.

8. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

9. INTEREST ON PAST DUE PAYMENT. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year.

10. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default in performance or compliance of any provision herein, BRA, at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to: (i) suspend its duty to make water available to Purchaser under this Agreement; (ii) terminate this Agreement, by providing written notice of such termination delivered to Purchaser on or before 30 days before the date specified in said notice of termination, provided that the nonpayment or other default with respect to which notice of termination of this Agreement has been given, shall not be cured by the date specified in such notice; or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach of any of the terms of this Agreement or as provided herein, the Purchaser shall immediately discontinue all diversions and use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its Annual Contracted Amount will impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the Annual Contracted Amount, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available. Nothing contained herein shall obligate the BRA to provide water in excess of the Annual Contracted Amount nor should Purchaser rely on additional water being made available in excess of the Annual Contracted Amount except as approved by BRA under the terms stated herein.

In the event that BRA determines that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser shall pay for such water to be made available in advance of diversion at a rate that is equal to twice the current System Rate.

In the event Purchaser fails to notify BRA of its need for additional water to be made available, and exceeds the Annual Contracted Amount or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceed the Annual Contracted Amount, BRA may elect to: (i) cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation; (ii) charge the Purchaser for the overuse at a rate of the lesser of ten times the System Rate or the highest charge allowed by law at the time of breach; and/or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach for overuse, the Purchaser shall immediately discontinue all diversions of use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

12. DIVERSION POINT(S). Upon execution of this Agreement, the BRA and the Purchaser shall agree on a point(s) of diversion which shall be attached hereto and incorporated by reference herein for all purposes as Exhibit "A". Withdrawal facilities for diversion of water made available under this Agreement shall be solely the responsibility of Purchaser and shall comply with Section 14., below. Subsequent changes regarding the location of the diversion point(s) are in the sole discretion of the BRA and shall only be made by written amendment. Any change in the location of the diversion point(s) without the written consent of BRA is not allowed.

13. DIVERSION RATE. The water to be made available to Purchaser under this Agreement may be diverted from System at daily rates desired by Purchaser provided that BRA shall not be required to make water available for diversion by Purchaser at a daily rate in excess of five times the average daily rate which would result in diversion during a Fiscal Year of the total number of acre-feet of water per year then agreed to be made available for diversion by Purchaser.

14. WITHDRAWAL FACILITIES. The provision of facilities for diversion of the water agreed to be made available by BRA to Purchaser hereunder shall be solely the responsibility of Purchaser, including the right to legally access land to place such facilities. Where applicable, BRA may allow the construction of such facilities on and across BRA land, subject to the conditions, requisites, insurance requirements and/or obligations as established from time to time by the BRA, USACE and/or any other applicable regulatory body. Prior to construction of such facilities, Purchaser shall coordinate with BRA to determine the location, size and type of facilities to be installed. At the termination of this Agreement, all facilities must be removed and the land restored to its original condition in a manner acceptable to BRA.

15. METERING. Purchaser agrees that, at its sole cost and expense, it shall own, install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting water usage to the TCEQ as required by applicable law or regulation. Prior to pumping any water, Purchaser shall allow BRA and any other regulatory agencies access to such meter in order to verify its accuracy. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each Fiscal Year at intervals of approximately 12 months, and a report of such test and calibration shall be furnished to BRA. BRA shall be given at least two prior days' notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days' notice. In the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 5% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back 180 days from the date of the initial BRA demand for meter testing, and the records of readings shall be adjusted accordingly. In addition, Purchaser shall permit BRA to access its meter at all times and releases BRA from any and all liability for disabling the meter in the event Purchaser is in default of this Agreement.

16. REPORTING Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 15., Metering, above. These records shall be subject to inspection by BRA and/or TCEQ at reasonable times and places. Purchaser shall submit reports to BRA pursuant to BRA and/or TCEQ requirements

at regular time intervals specified by BRA or as required by TCEQ, in addition to any other reporting requirements set forth by BRA and/or TCEQ. In addition to other contractual penalties and/or damages, failure to comply with BRA and/or TCEQ reporting requirements will result in monetary penalties assessed by BRA, TCEQ, and/or any other applicable regulatory body.

17. SYSTEM EXPANSION. Purchaser and BRA understand that BRA may desire to make water available to other customers in a manner or in an amount which may necessitate expansion or enlargement of or additions to the System and that in connection with any such expansion, enlargement or addition, BRA will incur additional costs. The reasonable costs incurred by BRA related to such expansion, enlargement, or addition shall be costs of the System.

18. DROUGHT CONTINGENCY PLAN. Purchaser agrees to abide by any and all policies and/or procedures, adopted from time to time by the BRA, related to water conservation and drought response, including but not limited to: the BRA "Drought Contingency Plan" adopted by the Board on April 29, 2019, or any subsequent Drought Contingency Plan duly adopted by the Board, and any and all drought contingency programs developed by the BRA. If required by applicable law or regulation or by BRA, Purchaser agrees to develop a drought contingency program, submit a copy to the BRA for review, and agrees the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such program. Purchaser recognizes and agrees that should the BRA's Drought Contingency Plan, and the implementation of any requirements thereof, result in the curtailment of water, Purchaser shall be required to immediately reduce the water made available under this Agreement by an amount determined solely by the BRA, and any withdrawal in excess of this amount during the time of drought shall be considered a default by Purchaser. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to BRA's Drought Contingency Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a drought contingency program in compliance with such applicable law or regulation.

19. WATER CONSERVATION. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Water Conservation Plan" adopted by the Board on April 29, 2019, or any subsequent Water Conservation Plan duly adopted by the Board and any Water Conservation Plan developed and adopted by the BRA. In addition, Purchaser agrees to implement its own water conservation plan and submit a copy to the BRA for review. Purchaser further agrees that the water impounded and/or diverted by Purchaser pursuant to this Agreement will be used in accordance with such plans. Purchaser shall implement water conservation measures that provide for the utilization of those reasonable practices, techniques, and technologies that will reduce on a per unit basis the consumption of water, prevent or

reduce the loss or waste of water, improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future and alternative uses. The practices, techniques, and technologies used shall be designed to achieve a level of efficiency of use that is equal to or greater than the level provided for in BRA's Water Conservation Plan. Purchaser further agrees to amend its water conservation plan, as necessary, to reflect amendments in state law, regulations or BRA's water conservation rules and regulations. Purchaser agrees that if a shortage of water results from drought, accident, or other cause, BRA shall divide the water made available to all its customers on a pro rata basis in accordance with the amount of water to which each customer may be entitled or the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to the BRA's Water Conservation Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

20. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, or discharge of water made available hereunder. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation, Purchaser agrees to implement appropriate water quality protection measures including, without limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

21. REUSE. All rights to Reuse made available under this Agreement that is either disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water shall remain with the BRA. Purchaser may not use, sell, or make available to others, any form of Reuse without the express written consent of the BRA. However, Purchaser may directly reuse treated wastewater effluent or untreated water provided that such water has not been previously disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water.

22. INTERBASIN TRANSFER. Water made available under this Agreement shall not be transferred or used outside of the Brazos River Basin unless Purchaser obtains the express written consent of BRA and obtains all required governmental approvals.

23. SHORTAGES AND YEARLY REPORTS. BRA makes no guarantee that any reservoirs or other sources of supply in the System will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final diversion. It is fully understood by the parties hereto that the level of reservoirs or other sources of supply in the System will vary as a result of weather conditions beyond the control of BRA, the use of water from the System by other water customers of BRA, and in USACE reservoirs, as a result of releases made by the USACE and that this instrument

is merely an agreement to require BRA to make available water when and if water is present in the System, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with BRA's water rights from the TCEQ and the System.

BRA covenants that it will use its best reasonable efforts in accordance with accepted hydrological engineering practices to provide the quantities of water agreed to be provided herein. In the event of a drought of greater severity than that previously experienced, or if for any other reason water in the System becomes in short supply, Purchaser acknowledges and agrees that BRA may curtail or cutback Purchaser's water utilization. Purchaser acknowledges that it shall hold BRA harmless from any and all liability, damages, claims or actions which may exist as a result of shortages of water to be made available.

24. REDUCTION IN CONTRACTED AMOUNT. Purchaser recognizes and agrees that the Annual Contracted Amount made available is Sys Ops Water and may be reduced by regulatory bodies in charge of issuing such permits. If a regulatory body reduces the amount of water made available to BRA under the System Operation Permit, BRA shall reduce the amount of water made available under this Agreement to Purchaser in a manner that equitably affects all impacted BRA customers.

25. OPERATION OF SYSTEM; BRA'S OTHER CONTRACTS. The right of BRA to maintain and operate the System and at any and all times to impound, release and make available waters therefrom in any lawful manner and to any lawful extent BRA may see fit is recognized by Purchaser; and, except as otherwise provided herein, there shall be no obligation hereunder upon BRA to pump or not pump, store or not to store, or to release and make available or not to release or make available any waters at any time or to maintain any waters at any specified level or to operate the System in any manner not in compliance with applicable laws or regulations, and BRA's water rights. BRA may enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and making available water therefrom. BRA makes no representation as to the quality of the water in the System.

26. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, terrorist activity, riots, sabotage, major infrastructure failure, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply in the System, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees, actions or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

27. WAIVER. Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

28. NOTICES AND CERTIFICATIONS. Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by standard overnight carriers or postal service, sent postage paid, or hand delivered, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
or
4600 Cobbs Drive
Waco, Texas 76710
Telephone: 254-761-3100
Email: info@brazos.org

Purchaser: City of Brenham
P. O. Box 1059
Brenham, TX 77834-1059
Telephone: 979-337-7593
Email: logle@cityofbrenham.org

Either party may change its address as shown above by written notice to the other party.

29. OTHER REQUIREMENTS. This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from applicable state agencies. Further, this Agreement is subject to all applicable federal, state and local laws, BRA policies and procedures, any and all regulatory requirements, and any other applicable ordinances, rules, orders and regulations of any local, state or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

30. SEVERABILITY. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

31. INDEMNITY/HOLD HARMLESS CLAUSE. TO THE EXTENT ALLOWED BY LAW, THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES,

JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

32. MULTIPLE CONTRACTS. If Purchaser possesses more than one long-term water supply agreement with the BRA for diversion of water with the same diversion point or a diversion point within the same general location, water use or consumption shall be applied against the oldest contract first, until all quantities of water that may be diverted from such diversion point under that contract have been fully utilized and billed against, and then in like manner to each successive contract in date order, from oldest to most recent. Once water use or consumption has been so applied against all previous contracts, any remaining usage shall be applied against this Agreement.

33. WATER SURPLUS, RESALE AND ASSIGNMENT. Should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may provide the BRA with a minimum of ninety days' written notice as to the amount of water no longer needed to be made available to it and, subject to BRA approval, return such water to BRA. If approved by BRA, this Agreement will be amended to reduce the amount of water to be made available to Purchaser, and Purchaser will be relieved of the obligation to make payments for such availability of water beginning on the first day of the next Fiscal Year.

If Purchaser does not wish to return the excess water to the BRA, Purchaser may elect to resell the water on a temporary basis to a third party with prior approval of the BRA, on a form approved by the BRA, and in compliance with the BRA's Water Policy, as in effect at the time of request. Purchaser shall remain responsible for tendering full payment to the BRA in advance of the temporary resale period and agrees to monitor the third party's performance, ensuring compliance with all terms of this Agreement.

The assignment of BRA water by Purchaser is prohibited; provided, however, the Brazos River Authority may allow Purchaser to permanently assign the Agreement to a third party in the event of the following: 1) name changes, restructuring, mergers, acquisitions, assignments, or other transfers of a business, organization or entity; 2) acquisition, transfer of an interest in the Agreement through inheritance, change in marital status, or interfamily transfer; 3) Purchaser has sold the real property underlying the Agreement and the new owner of the real property desires to continue use of Agreement; 4) a court order necessitating the assignment of the Agreement has been issued; or 5) a change in BRA Water Policy. Such assignments will only be approved if the diversion location and use remain are not modified or changed and only on a form acceptable to the BRA.

Additionally, if the Purchaser intends to resell the water under this Agreement, then the contract for resale of the water must have water conservation requirements so that each successive wholesale customer in the resale of the water is required to implement water conservation measures meeting the requirements of this Agreement.

34. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3, and shall end on August 31, 2045. At the sole discretion of the BRA, this Agreement may be renewed thereafter at the written request of Purchaser under the terms and conditions of BRA's standard long-term water availability contract at that time for so long as, and to the extent that, BRA determines it has Sys Ops Water available for purchase.

CITY OF BRENHAM

By _____
Milton Y. Tate, Jr.
Mayor

ATTEST:

BRAZOS RIVER AUTHORITY

By _____
David Collinsworth
General Manager/CEO

ATTEST:

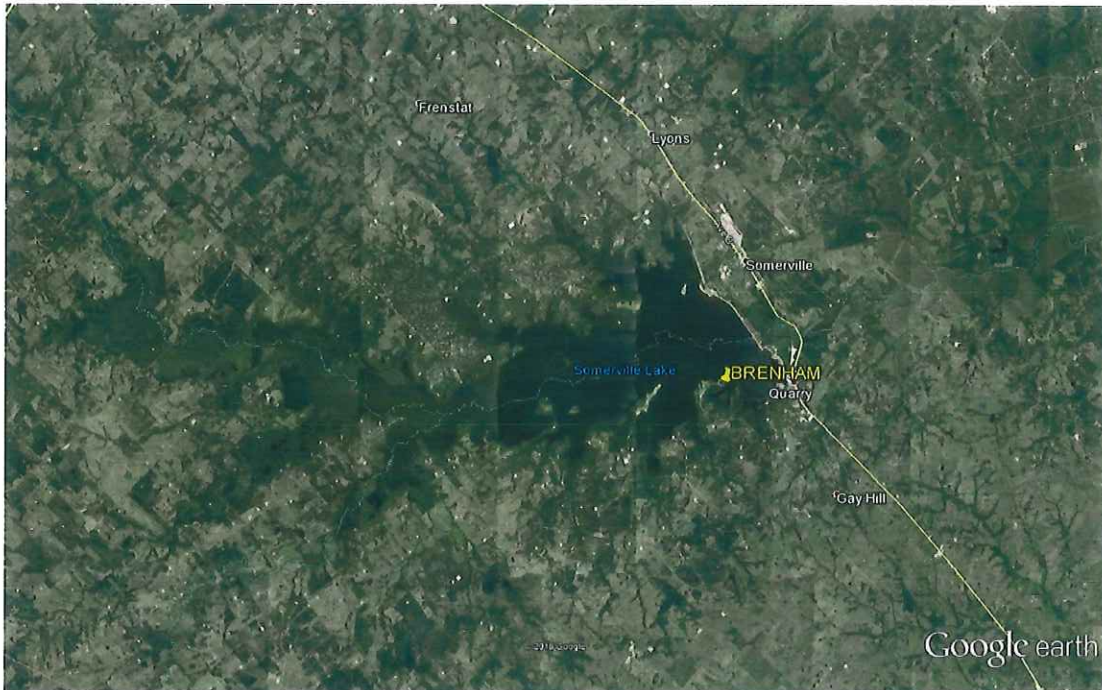


EXHIBIT A: CITY OF BRENHAM 774-ACFT (MU)

Contract ID: BRENHAM 20

Diversion 1:

BRENHAM 19, N30.30612 W96.536515, SOMT2 SOMT2 (1212),
Lakeside Lake Somerville, Lower Basin, Washington County
WAP Reach: SO Lake Somerville

Prepared by: Julie Andress, Water Accounting Specialist, 7/16/2019



AGENDA ITEM 6

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 13, 2019
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☒ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-19-038 on Its Second Reading Adopting the Budget for Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020	
SUMMARY STATEMENT: The Fiscal Year 2019-20 Proposed Budget has been developed in compliance with the Property Tax Code, Local Government Code and the City Charter. The proposed budget includes appropriations of operating resources for 30 separate funds and authorizes \$73.0 million in expenditures. The proposed budget is on the City's website and on file with the City Secretary. Local Government Code requires the city council's vote to adopt a budget be a record vote. COUNCIL MUST TAKE A RECORD VOTE ON THIS ITEM	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: (1) Ordinance No. O-19-038 with Exhibit A	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: RECORD VOTE Approve Ordinance No. O-19-038 on its second reading adopting the budget for fiscal year beginning October 1, 2019 and ending September 30, 2020.	
APPROVALS: James Fisher	

ORDINANCE NO. O-19-038

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF BRENHAM, TEXAS FOR THE FISCAL YEAR 2019-20; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas, has prepared a budget for the fiscal year October 1, 2019 through September 30, 2020 and has filed same with the City Secretary and has held public hearings on same, all after due notice as required by statute.

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

SECTION I.

That the City Council of the City of Brenham, Texas does hereby adopt the Budget for the City of Brenham, Texas, for the fiscal year October 1, 2019 through September 30, 2020 as shown in the attached Exhibit "A", which is incorporated herein as though copied herein verbatim.

SECTION II.

That authority is hereby given to the City Manager to approve transfers of portions of any item of appropriation within the same department and transfers from one department to another department within the same fund.

SECTION III.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 16th day of September, 2019.

PASSED AND ADOPTED on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney

**CITY OF BRENHAM
COMBINED FUND SUMMARY
FY19-20 BUDGET**

Exhibit A

	GENERAL FUND										COMPONENT UNIT		SPECIAL REVENUE FUNDS							
	POLICE DEPT		MOTOR/		PUBLIC		FEMA		DONA-		FIRE DEPT		CAPITAL/		HOTEL/		HOTEL/		COURTS	
	GRANTS	GRANTS	PD EQUIP	SAFETY	DISASTER	TIONS	GRANTS	NON-ROUTINE	PROMOTION	TOURISM &	DEBT	BCDC &	BCDC CAPITAL	TAX CNTY	ENFORCE	TECH	TIRZ	TIRZ		
BEGINNING BALANCE	\$4,283,353		\$0	\$2,599	\$61,696	\$233,446	\$0	\$94,579	\$202,841		\$612,366	\$1,774,129	\$299,307	\$9,092	\$38,118	\$54,278	\$0			
REVENUES																				
TAXES	12,936,484		-	-	-	-	-	-	-	-	2,828,736	1,836,438	675,000	140,470	-	-	43,316			
LICENSES AND PERMITS	147,328		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
INTERGOVERNMENTAL	374,426	11,996	2,822	3,600	2,129,360	-	1,800	-	-	-	-	-	-	-	-	-	-			
CHARGES FOR SERVICES	604,851	-	-	-	-	-	-	-	172,800	-	-	-	-	-	-	53,600	-			
FINES AND FORFEITURES	659,846	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
INVESTMENT INCOME	135,000	-	-	-	-	-	-	-	-	-	11,000	18,000	4,000	-	200	500	-			
PAYMENT FROM COMPONENT UNIT	186,500	-	-	-	-	-	-	-	-	-	80,000	-	-	-	-	-	-			
CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	75,500	-	-	1,000	-	-	-	-	-	-	-	-			
MISCELLANEOUS	328,206	-	-	-	-	-	-	-	500	-	-	1,158	-	-	10,000	-	-			
TOTAL REVENUES	\$15,372,641	\$11,996	\$2,822	\$3,600	\$2,129,360	\$75,500	\$1,800	\$0	\$174,300		\$2,919,736	\$1,855,596	\$679,000	\$140,470	\$10,200	\$54,100	\$43,316			
EXPENDITURES																				
CURRENT																				
CULTURE AND RECREATION	3,518,926	-	-	-	-	3,000	-	-	785,300		-	55,385	-	140,470	-	-	-			
GENERAL GOVERNMENT	5,969,790	-	-	-	-	35,000	-	94,579	-	-	-	-	-	-	-	41,098	-			
HEALTH AND WELFARE	615,228	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-	-	-			
HIGHWAYS AND STREETS	1,086,052	-	-	-	1,335,217	-	-	-	-	-	-	-	-	-	-	-	-			
PUBLIC SAFETY	7,157,432	11,996	2,822	2,900	-	32,000	1,800	-	-	-	-	-	-	-	30,000	-	-			
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-	-	-	-	569,161	-	-	-	-	-			
COST OF SALES AND SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
ELECTRIC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
GAS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
WATER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
WASTEWATER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
SANITATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
DRAINAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
GROSS REVENUE TAX	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
INTERNAL SERVICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
DEBT SERVICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
INTEREST & FISCAL CHARGES	-	-	-	-	-	-	-	-	-	-	662,430	-	-	-	-	-	-			
PRINCIPAL RETIREMENT	-	-	-	-	-	-	-	-	-	-	2,257,306	-	-	-	-	-	-			
CAPITAL OUTLAY	45,000	-	-	-	962,039	10,000	-	-	-	-	-	1,297,000	-	-	-	-	-			
TOTAL EXPENDITURES	\$18,392,428	\$11,996	\$2,822	\$2,900	\$2,297,256	\$85,000	\$1,800	\$94,579	\$785,300		\$2,919,736	\$1,921,546	\$0	\$140,470	\$30,000	\$41,098	\$0			
OTHER FINANCING SOURCES (USES)																				
TRANSFERS IN	3,384,271	-	-	-	61,001	-	-	-	611,000		-	1,000,000	-	-	-	-	-			
TRANSFERS OUT	(1,374,484)	-	-	-	-	-	-	-	-	-	-	(1,228,050)	(679,000)	-	-	(20,000)	-			
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
ISSUANCE OF DEBT	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
INSURANCE PROCEEDS	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
TOTAL OTHER FINANCING SOURCES (USES)	\$3,019,787	\$0	\$0	\$0	\$61,001	\$0	\$0	\$0	\$611,000		\$0	(\$228,050)	(\$679,000)	\$0	\$0	(\$20,000)	\$0			
CHANGE IN FUND BALANCE	-	-	-	700	(106,895)	(9,500)	-	(94,579)	-		-	(294,000)	-	-	(19,800)	(6,998)	43,316			
ENDING FUND BALANCE	\$4,283,353	\$0	\$0	\$3,299	(\$45,199)	\$223,946	\$0	\$0	\$202,841		\$612,366	\$1,480,129	\$299,307	\$9,092	\$18,318	\$47,280	\$43,316			

**CITY OF BRENHAM
COMBINED FUND SUMMARY
FY19-20 BUDGET**

Exhibit A (cont.)

	CAPITAL PROJECT FUNDS					ENTERPRISE FUNDS					INTERNAL SERVICE FUNDS			
	AIRPORT	2017	PARKS	STREET	DRAINAGE	ELECTRIC	GAS	WATER	WASTE-	SANI-	CENTRAL FLEET	VEH/EQUIP REPLACE	WORKERS' COMP	TOTAL
	CAPITAL	CAP PROJ	CAP IMPROV	DRAINAGE										
BEGINNING BALANCE	\$50,000	\$1,108,880	\$321,597	\$774,186		\$9,947,052	\$1,416,390	\$1,565,444	\$508,341	\$1,200,061	\$81,691	\$0	\$192,767	\$24,832,213
REVENUES														
TAXES	-	-	-	-	-	-	-	-	-	-	-	-	-	18,460,444
LICENSES AND PERMITS	-	-	-	-	-	-	-	-	-	-	-	-	-	147,328
INTERGOVERNMENTAL	652,500	-	-	-	-	-	-	1,517,849	2,033,704	-	-	-	-	6,728,057
CHARGES FOR SERVICES	-	-	-	-	-	22,400,117	3,251,352	4,418,231	3,857,233	3,560,209	141,000	202,469	195,107	39,352,147
FINES AND FORFEITURES	-	-	-	-	-	-	-	-	-	-	-	-	-	659,846
INVESTMENT INCOME	-	10,000	-	8,000	-	154,957	24,500	27,000	27,600	13,000	1,200	-	1,800	436,757
PAYMENT FROM COMPONENT UNIT	-	-	961,550	-	-	-	-	-	-	-	-	-	-	1,228,050
CONTRIBUTIONS AND DONATIONS	-	-	5,000	-	-	-	-	-	-	-	-	-	-	81,500
MISCELLANEOUS	-	-	18,000	-	-	23,688	-	-	500	3,883	-	-	-	385,935
TOTAL REVENUES	\$652,500	\$10,000	\$984,550	\$8,000		\$22,578,762	\$3,275,852	\$5,963,080	\$5,919,037	\$3,577,092	\$142,200	\$202,469	\$196,907	\$67,480,064
EXPENDITURES														
CURRENT														
CULTURE AND RECREATION	-	-	105,550	-	-	-	-	-	-	-	-	-	-	4,608,631
GENERAL GOVERNMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	6,140,467
HEALTH AND WELFARE	-	-	-	-	-	-	-	-	-	-	-	-	-	620,228
HIGHWAYS AND STREETS	225,000	369,748	-	-	-	-	-	-	-	-	-	-	-	3,016,017
PUBLIC SAFETY	-	-	-	-	-	-	-	-	-	-	-	-	-	7,238,950
ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	569,161
COST OF SALES AND SERVICES	-	-	-	-	-	15,669,007	1,742,869	333,096	-	-	-	-	-	17,744,972
ELECTRIC	-	-	-	-	-	3,102,036	-	-	-	-	-	-	-	3,102,036
GAS	-	-	-	-	-	-	576,058	-	-	-	-	-	-	576,058
WATER	-	-	-	-	-	-	-	1,851,603	-	-	-	-	-	1,851,603
WASTEWATER	-	-	-	-	-	-	-	1,747,294	-	-	-	-	-	1,747,294
SANITATION	-	-	-	-	-	-	-	-	2,773,701	-	-	-	-	2,773,701
DRAINAGE	-	-	-	-	-	-	-	-	-	230,980	-	-	-	230,980
GROSS REVENUE TAX	-	-	-	-	-	1,531,140	226,441	299,903	260,716	60,974	-	-	-	2,379,174
INTERNAL SERVICE	-	-	-	-	-	-	-	-	-	-	16,840	-	172,900	189,740
DEBT SERVICE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST & FISCAL CHARGES	-	-	-	-	-	65,162	-	260,707	139,347	34,797	3,343	22,404	-	1,205,081
PRINCIPAL RETIREMENT	-	-	-	-	-	72,194	-	737,988	1,374,975	233,876	27,146	158,771	-	4,941,304
CAPITAL OUTLAY	500,000	630,630	1,179,750	4,171,185	-	1,031,165	133,829	1,862,602	1,445,129	500,000	110,000	204,628	-	14,082,957
TOTAL EXPENDITURES	\$725,000	\$1,000,378	\$1,285,300	\$4,171,185		\$21,470,704	\$2,679,197	\$5,345,899	\$4,967,461	\$3,603,348	\$157,329	\$385,803	\$172,900	\$73,018,354
OTHER FINANCING SOURCES (USES)														
TRANSFERS IN	22,500	-	-	-	-	650,680	-	-	-	-	-	355,867	-	6,085,319
TRANSFERS OUT	-	-	-	(61,001)	-	(1,922,619)	(602,828)	(613,824)	(366,346)	(445,217)	-	-	-	(6,085,319)
PAYMENT TO PRIMARY GOVERNMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,228,050)
ISSUANCE OF DEBT	-	-	-	3,450,000	-	-	-	-	-	-	-	-	-	4,450,000
INSURANCE PROCEEDS	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000
TOTAL OTHER FINANCING SOURCES (USES)	\$22,500	\$0	\$0	\$3,388,999		(\$1,271,939)	(\$602,828)	(\$613,824)	(\$366,346)	(\$445,217)	\$0	\$355,867	\$0	\$3,231,950
CHANGE IN FUND BALANCE	(50,000)	(990,378)	(300,750)	(774,186)		(163,881)	(6,173)	3,357	585,230	(471,473)	(15,129)	172,533	24,007	(2,306,340)
ENDING FUND BALANCE	\$0	\$118,502	\$20,847	\$0		\$9,783,171	\$1,410,217	\$1,568,801	\$1,093,571	\$728,588	\$66,562	\$172,533	\$216,774	\$22,525,873



AGENDA ITEM 7

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 13, 2019
DEPT. OF ORIGIN: Finance	SUBMITTED BY: Carolyn D. Miller
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION
ORDINANCE: ☐ 1 ST READING ☒ 2 ND READING ☐ RESOLUTION	
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Ordinance No. O-19-039 on Its Second Reading Levying Taxes for the Tax Year 2019 for the City of Brenham at \$0.5140 per \$100 Valuation	
SUMMARY STATEMENT: The FY2019-20 Proposed Budget includes a tax rate of \$0.5140 per \$100 valuation which has two components: maintenance and operations (M&O) and interest and sinking (I&S). The proposed tax rate of \$0.5140 will allocate \$0.3200 to the General Fund for M&O expenditures and the balance of \$0.1940 will be allocated to the Debt Service Fund for principal and interest obligations. The proposed tax rate of \$0.5140 is above the effective rate of \$0.4748, but below the rollback rate of \$0.5148. The City has complied with all of the notices, publications, and public hearings as required by the Tax Code. Pursuant to the Tax Code, the vote on the ordinance setting a tax rate that exceeds the effective tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance. The Tax Code also specifies that the motion to adopt the tax rate be made in the following form: “I move that the property tax rate be increased by the adoption of a tax rate of \$0.5140 per \$100 valuation, which is effectively an 8.26% increase in the tax rate.”	
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:	
ALTERNATIVES (In Suggested Order of Staff Preference):	
ATTACHMENTS: : (1) Ordinance No. O-19-039	
FUNDING SOURCE (Where Applicable):	
RECOMMENDED ACTION: RECORD VOTE “I move that the property tax rate be increased by the adoption of a tax rate of \$0.5140 per \$100 valuation, which is effectively an 8.26% increase in the tax rate.”	
APPROVALS: James Fisher	

ORDINANCE NO. O-19-039

AN ORDINANCE LEVYING TAXES FOR THE TAX YEAR 2019 FOR THE CITY OF BRENHAM, TEXAS AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I.

That there be and is hereby levied an ad valorem tax of \$0.3200 on each one hundred dollars worth of property owned and situated within the City Limits of the City of Brenham, Texas, both real and personal and mixed, for General Fund maintenance and operating purposes for the Tax Year 2019.

SECTION II.

That there be and is hereby levied for the use of the City of Brenham, for the Tax Year 2019, an ad valorem tax of \$0.1940 on each one hundred dollars worth of real, personal and mixed property owned and situated in the City Limits of the City of Brenham, Texas, for the payment of principal and interest on all outstanding bonds and lease payments, not otherwise provided for, of the City of Brenham.

SECTION III.

Wherefore, the combined tax rate in accordance with V.T.C.A. Tax Code Section 26.05 shall be \$0.5140 on each one hundred dollars worth of real, personal, and mixed property of owned and situated within the City Limits of the City of Brenham, Texas.

SECTION IV.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION V.

This Ordinance shall become effective as provided by the Charter of the City of Brenham, Texas.

PASSED AND APPROVED on its first reading this the 16th day of September, 2019.

PASSED AND ADOPTED on its second reading this the 19th day of September, 2019.

Milton Y. Tate, Jr., Mayor

ATTEST:

Jeana Bellinger, City Secretary

Cary Bovey, City Attorney



AGENDA ITEM 8

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 13, 2019	
DEPT. OF ORIGIN: Public Works	SUBMITTED BY: Dane Rau	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon a One Year Contract Extension, in Accordance with Bid No. 17-011, for Janitorial Services for Various City Facilities and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY: On October 12, 2017 Council awarded this contract to Kustom Klean Janitorial Services at an approximate value of \$107,448.24 annually. On October 18, 2018 a one-year extension was awarded to Kustom Klean in the same amount as they honored the previous year contracted amount. It is time to renew for an additional year. When the City reached out, Stacie came in and spoke to both Jeana and myself about labor rates and how she would need to ask for an increase in order to retain her employees and sustain a high quality service to her customers. Stacie submitted a letter on September 1st asking the City to consider increasing the contract rates 3% to compensate her employees for an increase in pay. Due to no increases last year and also understanding that the cost of living has increased, City of Brenham understands this request. We have been happy with Kustom Klean's performance throughout the city buildings and have had very minor issues compared to what we have been through in previous years with janitorial companies. We would like to ask Council to approve a contract extension with Kustom Klean for an additional year and also honor their request of an increase of 3% on the current rates in which they charge. This rate increase will be roughly an additional \$260/month, but this will be spread out by numerous departments since they are charged separately. There will be one more option to extend this contract until it bids out again if both parties agree. This has been a good partnership and staff has been very satisfied with Kustom Klean's service.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: Company that performs great service for city facilities. B. CONS: Will be slight increase to the departments in which Kustom Klean services.		

ALTERNATIVES (In Suggested Order of Staff Preference):
ATTACHMENTS: (1) Rate Request Letter
FUNDING SOURCE (Where Applicable): Numerous Departments
RECOMMENDED ACTION: Approve a One Year Contract Extension, in accordance with Bid No. 17-011, to Kustom Klean Janitorial Services including a 3% rate increase for janitorial services for various city facilities and authorize the Mayor to execute any necessary documentation
APPROVALS: James Fisher

Kustom Klean Janitorial Services

3023 Industrial Blvd. Brenham TX, 77833/979 203-0138 kkjanitorial@yahoo.com

9/1/2019

Dear: Dan Rau, City Council

I want to start with saying thank you for allowing my company to clean the facilities for the City of Brenham. I take special pride in doing so because first that is who I am and second because I am a Proud citizen here in our Great Town.

I would like to ask for this next year if I could be considered for a 3% increase on the current contract price, it would average out to \$ 259.52 per month, I have not asked for an increase since I began my contract with the city.

I pride myself on having great employee's to help me keep our City clean. In order to keep these wonderful people and continue our great job here, I need to be able to increase their pay and doing so with all the expenses that continually increase on insurance, supplies, taxes, it is important I give these wonderful people an increase in their pay. It will help me to continue to serve the City of Brenham to the best of our ability.

Again, I thank each and every one of you for giving my Company a chance and letting us prove to you why we are the best choice for taking care of our City facilities. I will continue to do so, for as long as you will allow me to.

Thank you,

Stacie Oberrender

Kustom Klean Janitorial Services

979 203-0138



AGENDA ITEM 9

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 12, 2019	
DEPT. OF ORIGIN: Human Resources	SUBMITTED BY: Susan Nienstedt	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon Renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation Coverage for the City of Brenham for Fiscal Year 2019-20 and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY STATEMENT: See separate memo from the Human Resources Director		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: All coverage and claims processing provided by same vendor; 2% early pay discount allowed. B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: (1) Memo from the HR Director; and (2) Schedule of recommended coverages		
FUNDING SOURCE (Where Applicable): Sufficient funds have been budgeted in each departmental budget in the FY2019-20 Budget to cover required contributions.		
RECOMMENDED ACTION: Approve the renewal with Texas Municipal League Intergovernmental Risk Pool for General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, Animal Mortality and Theft and Workers' Compensation coverage for the City of Brenham for Fiscal Year 2019-20 and authorize the Mayor to execute any necessary documentation		
APPROVALS: James Fisher		



MEMORANDUM

To: Mayor, Council and City Manager

From: Susan Nienstedt
Human Resources Director

Subject: Renewal of Property and Liability Coverage with TML Intergovernmental Risk Pool for FY2019-2020

Date: September 19, 2019

As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the mission statement of the Pool which is to provide a stable source of risk financing. The renewal rates from TMLIRP for FY2019-2020 are shown on the attached spreadsheet with a comparison to the FY2018-19 coverage. The overall budget impact is a decrease of \$16,229.

Based on our renewal, the City will experience the following changes per coverage:

- Liability – decrease of \$14,044 dollars, or 8.49%
- Property – increase of \$10,095 or 7.18%
- Workers' Compensation – decrease of \$12,280 or 7.67%

When looking at our liability coverage decrease, our experience modifier remained the same as last year, and the TML risk pool experienced an overall decrease in general liability across the pool. The increase in property coverage is due to a slight increase in the property schedule, and miscellaneous mobile equipment added to our schedule. There were three workers' compensation category rates that increased, and four categories that decreased, however a decrease in our experience modifier, which is based on a state adopted formula comparing expected losses to actual losses over the previous three years, resulted in an overall decrease in the workers' compensation category by \$12,280.

The City will receive a 2% reduction in contributions for early payment of the annual costs if paid by October 31st which amounts to \$9,000.

Recommendation

We are recommending approval of the TMLIRP renewal rates for liability, property and workers' compensation effective October 1, 2019 at the rates shown on the accompanying schedule.

City of Brenham

Texas Municipal Intergovernmental Risk Pool Liability/Property/Workers' Compensation Contributions FY 2019-20 Renewal

Coverage Description	2018-19 Exp Modifier	2019-20 Exp Modifier	2018-19 Contribution	2019-20 Contribution	Difference	Percent Change
General Liability	0.57	0.57	\$ 20,417	\$ 16,249	\$ (4,168)	-20.41%
Law Enforcement Liability	0.57	0.57	\$ 19,605	\$ 18,548	\$ (1,057)	-5.39%
Errors & Omissions Liability	0.57	0.57	\$ 32,570	\$ 27,971	\$ (4,599)	-14.12%
Automobile Liability	0.57	0.57	\$ 29,661	\$ 28,630	\$ (1,031)	-3.48%
Automobile Physical Damage			\$ 61,825	\$ 58,636	\$ (3,189)	-5.16%
Aviation Liability			\$ 1,346	\$ 1,346	\$ -	0.00%
Subtotal Liability			\$ 165,424	\$ 151,380	\$ (14,044)	-8.49%
Real & Personal Property	1.00	1.00	\$ 111,987	\$ 121,599	\$ 9,612	8.58%
Mobile Equipment	1.00	1.00	\$ 23,625	\$ 24,758	\$ 1,133	4.80%
Crime			\$ 3,587	\$ 2,937	\$ (650)	-18.12%
Animal Mortality and Theft (Canine Unit)			\$ 1,440	\$ 1,440	\$ -	0.00%
Subtotal Property			\$ 140,639	\$ 150,734	\$ 10,095	7.18%
Workers' Compensation	0.48	0.45	\$ 160,142	\$ 147,862	\$ (12,280)	-7.67%
Total All Coverage			\$ 466,205	\$ 449,976	\$ (16,229)	-3.48%

Early Pay Discount 2% \$ (9,324) \$ (9,000)



AGENDA ITEM 10

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 12, 2019	
DEPT. OF ORIGIN: Public Utilities	SUBMITTED BY: Lowell Ogle	
MEETING TYPE: ☒ REGULAR ☐ SPECIAL ☐ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1ST READING ☐ 2ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Discuss and Possibly Act Upon an Agreement between Aviators Plus, LLC and the City of Brenham to Authorize Aviators Plus, LLC to Operate as a Fixed Base Operator at the Brenham Municipal Airport, and Authorize the Mayor to Execute Any Necessary Documentation		
SUMMARY: The City received a request from Aviators Plus, LLC to become a second Fixed Base Operator (“FBO”) at the Brenham Municipal Airport. Following are some of the more significant provisions included in the Agreement: 10-year term; - The FBO is required to furnish first class, full-service operations serving the needs of the users of the Airport and conduct its business and activities in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable laws and regulations; - The FBO shall be continually open for business and provide services for twelve (12) hours a day, seven days a week, except as when necessitated by unforeseen business or emergency conditions; - The FBO shall select and appoint a manager for its operation at the Airport. Such manager shall be highly qualified and experienced, and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed pursuant to the Agreement; - The FBO’s employees are required to wear appropriate uniforms and badges to indicate the fact and nature of their employment and the FBO is required to control the conduct, demeanor, and appearance of its employees and representatives. The FBO’s employees must be trained and possess technical qualifications and hold certificates of qualifications, as may be required for such employee to carry out assigned duties; - The FBO shall provide aircraft line service including but not limited to the sale and into-plane delivery of recognized brands of aviation fuels and other petroleum products. FBO shall provide and maintain an adequate supply at all times of av-gas and Jet-A fuel for sale to airport users; - All aircraft fuel handling personnel are to be trained in the safe and proper handling, dispensing, and storage of aircraft fuel. Acceptable training shall be an FAA approved safety training course in accordance with FAA regulations;		

- The FBO shall fully participate in and assist in coordinating airport promotions such as fly-ins, airshows, pancake breakfasts, etc. as well as be a resource for community events;
- FBO shall provide at least one (1) clean courtesy car in excellent condition with air conditioning.
- The City reserves the right to review all rental rates, fuel charges, tie down fees and charges for other services to determine whether the fees are unjustly discriminatory, excessive, or unreasonable and/or if the rates, charges and fees are comparable to rates, charges and fees for like facilities or services at other airports.

The provisions listed herein above are just some examples of the obligations required in the Agreement. Attached you will find an agreement that outlines all the responsibilities of an FBO. Aviators Plus can meet the requirements to operate an FBO from its current location but is planning to construct a new building adjacent to the airport public ramp. There will be a lease tied to that location that will be presented to the City Council at a future date.

Aviators Plus has been operating its business at the Brenham Airport for numerous years and will be making a substantial investment in its new endeavor.

The owner of Aviators Plus will be at the City Council meeting to discuss his proposal and his plans to expand his business at the Brenham Airport.

STAFF ANALYSIS (For Ordinances or Regular Agenda Items):

A. PROS:

B. CONS:

ALTERNATIVES (In Suggested Order of Staff Preference):

ATTACHMENTS: (1) Request from Aviators Plus, LLC; (2) Fixed Base Operator Agreement; (3) FBO Elevations; and (4) FBO Site Plan

FUNDING SOURCE (Where Applicable):

RECOMMENDED ACTION: Approve the Agreement between Aviators Plus, LLC and the City of Brenham to Authorize Aviators Plus, LLC to Operate as a Fixed Base Operator at the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation

APPROVALS: James Fisher



FBO PROPOSAL FOR AVIATORS PLUS LLC

AT THE BRENHAM MUNICIPAL AIRPORT 11R

1/14/19

We are pleased to present this proposal to the City of Brenham, for the operation of a new FBO facility at 11R. Aviators Plus has provided service to the aviation industry for many years to which we are primarily based at 11R. This included pilots, maintenance and inspections for business type aircraft along with personal general aviation aircraft. We are certain that Aviators Plus is highly qualified to meet these goals and work with the city.

Our goals are to provide a “Aviation Gateway” to the City of Brenham and the aviation community to represent the City as a true FBO service for all aviation activity, and to grow and build other FBO locations.

We want to bring in more fly ins, events, and help coordinate these events with the city.

We will provide aircraft line servicing which includes the sale and in-to-plane delivery of recognized brands of aviation fuels and other petroleum products. As well as provide and maintain an adequate supply at all times of low lead av-gas and Jet-A fuel as closely related to the popular demand of the general aviation user of the airport as feasible.

We will have our premises open for service seven days a week, and all other hours an “on-call” basis. During these open hours, we will be available to answer the radio for Unicom advisory calls as required along with have our own air-inc frequency.

We will have available a large tug in order to move large aircraft and a small self-propelled tow in order to reposition small planes. We will provide a jet fuel and an av-gas truck or trailer system of adequate

size and in good condition for safe and efficient operation. As well as provide at least one clean courtesy car in excellent condition with air conditioning to provide for customers. We intend to work with the city on an flow-age fee to the city that is reasonable. This is in hopes the city extends the ramp area to the east as in there proposed master plan and to help the airport. We have up keep on our own tanks and equipment but intend to help the city on the flow-age for the term of our lease. We would like to install our fuel tanks and location of these as soon as we can.

Our services would also include additional hangar overnight storage and rental cars. We have Aircraft Charter Service capabilities for offering private local air charter from Brenham to many destinations. We intend to create a business-friendly atmosphere to the local traffic and the transit aircraft for the red-carpet experience.

Sincerely,



Brent Nedbalek -President Aviators Plus LLC



STATE OF TEXAS }
COUNTY OF WASHINGTON }

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Any additions or improvements to the Property may not be made unless the City expressly approves the additions or improvements in writing. Any additions or improvements shall be made solely at the expense of FBO and, unless the City expressly agrees otherwise in writing, and such additions and improvements to existing structures or facilities shall be subject to all terms and conditions of this instrument. All improvements to the Property must be made in compliance with the Airport Master Plan and Airport Layout Plan applicable to the Brenham Municipal Airport. In making improvements to the Property, FBO shall be responsible for preparing, obtaining approval of (if needed), implementing and complying with any Stormwater Pollution Prevention Plan requirements made applicable by federal, state or local laws or regulations.

FBO shall timely pay the City all fees and charges as set forth in other provisions of this Agreement.

For the term of the Agreement, FBO will be responsible for payment of all costs and charges for any utilities servicing the Property. FBO shall assume and pay for all costs or charges associated with any utility facilities or services that are provided to or extended to the Property after the date of execution of this Agreement.

FBO agrees that except as may be otherwise provided in other agreements entered into between FBO and City, it will not engage in nor permit the engagement by any persons on the Property in any business other than that which is expressly authorized herein.

3. GENERAL PRIVILEGES, USES AND RIGHTS

City grants to FBO the following general privileges, uses and rights, in common with others, all of which shall be subject to the terms, conditions and covenants set forth and all of which shall be nonexclusive on the Airport. Notwithstanding anything herein contained that may be or appears to be contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the City herein reserves the right to grant similar privileges to another operator or other operators on other parts of the Airport, and nothing contained herein is to be construed as granting to the FBO an exclusive right as defined in Section 308 (a) of the Federal Aviation Act of 1958, or any successor law, as may be amended, or any other applicable regulation.

(A) The use in common with the public generally of all public airport facilities and improvements that are now or may afterwards be connected with or appurtenant to the airport, except as herein provided, to be used by FBO for commercial or noncommercial aviation activities and fixed base operations, and all activities in connection with or, incidental to the business or operation, as herein defined, so long as any use of the public airport facilities by FBO does not interfere with other operations at the airport.

For the purpose of this Agreement, “public airport facilities” shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways, taxiways, public ramp and aprons, public automobile parking areas, public roadways, public sidewalks, navigational and navigational aids, lighting facilities, public terminal facilities or other public facilities appurtenant to the airport.

(B) The right of ingress to and egress from the premises over and across public roadways serving the airport for FBO, its agents, employees, servants, patrons, invitees, suppliers of service and furnishers of material.

(C) The rights above shall be subject to the City's ordinances, rules and regulations as now or may afterwards have application at the Airport.

4. SPECIFIC PRIVILEGES, USES AND RIGHTS

(A) In addition to the general privileges, uses and rights above described and without limiting the generality of them, City grants to FBO the right to engage in commercial aviation activities and fixed base operations, as defined below, subject to the conditions and covenants set out herein. Further, FBO shall comply with the "Minimum Standards for Fixed Base Operators" approved by the City. FBO covenants and agrees to observe and comply with all provisions in the City's Minimum Standards for Fixed Base Operators, and with all rules and regulations of City which may hereinafter be promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

"Commercial aviation activities and fixed base Operations" are defined as those activities which involve the sale of aviation services for profit to the general public and other entities. The aviation services shall include: fuel sales; aircraft maintenance and restoration; aircraft sales and brokerage, and aircraft rentals; airframe, engine and accessory maintenance and repair services; sales of aircraft parts, supplies and accessories; flight instruction; pilot supply sales; automobile rentals; and other services as approved by the City Manager in writing.

(B) FBO shall have the right to build or construct any new aircraft storage or repair facilities or any other type buildings or structures normally found on public use airports, at FBO's expense, subject to the express written approval of the City, provided that the location of such facilities is in agreement with the Airport Master Plan and Airport Layout Plan for the Brenham Municipal Airport, and is approved by the City through execution of a separate ground lease with FBO if said buildings or structures are not to be located on the Property.

(C) Additionally, the FBO is hereby granted the right to agree with users of the Airport to perform transient tie downs and collect fees for such service. Except upon further contractual authorization from the City, FBO shall make no charge to any aircraft for using the ramp.

5. CONDITIONS OF GRANTING RIGHTS CONTAINED HEREIN

The granting of the rights contained herein is conditioned upon the following covenants:

(A) That the right to use the public airport facilities as well as all of FBO's rights shall be exercised subject to and in accordance with the laws of the United States of America, the State of Texas, and the City of Brenham; the rules and regulations promulgated by their authority with reference to aviation and air navigation; and all applicable rules and regulations and ordinances of City now in force or afterwards ordained or promulgated.

(B) That FBO will not, on the grounds of religion, race, color, national origin, disability, or gender discriminate or permit discrimination against any person or group of persons in any manner prohibited by state or federal law or regulation.

(C) City reserves the right to enter upon the Property at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

(D) City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent FBO from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(E) During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of the same by FBO for its business operations, the period of such closure shall be added to the term of this Agreement, at FBO's option, so as to extend and postpone the expiration thereof. There shall be no obligation on the City to furnish an auxiliary field in case free use of the Airport is curtailed to the FBO.

(F) City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of FBO, and without interference or hindrance.

(G) All unpaid monies due the City hereunder shall bear interest of one and one-half percent per month if same is not paid and received by City when due. FBO shall pay and discharge all costs, expenses, including attorney's fees, incurred or expended by City in collection of said delinquent amounts due.

(H) City reserves the right to review all rental rates, fuel charges, tie down fees and charges for other services to determine whether the fees are unjustly discriminatory, excessive, or unreasonable and/or if the rates, charges and fees are comparable to rates, charges and fees for like facilities or services at other airports. FBO agrees to submit a schedule of its rates, charges and fees to the City for review sixty (60) days prior to their implementation, except that fuel charges shall not be subject to the 60-day review period. Fuel charges will be expeditiously reviewed and approved/disapproved by the City each time an increase is proposed. City shall provide a response concerning approval/disapproval regarding all other non-fuel fee schedules within forty-five (45) days from date of City's receipt of the proposed fee schedule.

6. OPERATION AS A PUBLIC AIRPORT

City covenants and agrees that during the term of this Agreement it will operate and maintain the Airport and its public airport facilities, as defined above, as a public airport consistent with and pursuant to the assurances given by City to the United States Government through applicable federal and state laws and regulations.

7. CONDITIONS OF PREMISES

Upon execution of this Agreement, City shall assume no further responsibility or liability as to the condition of all the premises allowed to be used and occupied by FBO.

8. OBLIGATIONS OF FBO

(A) FBO shall furnish from its leased Property first class, full service operations serving the needs of the users of the Airport and shall, at all times, conduct its business and activities in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable laws and regulations. FBO shall select and appoint a manager for its operation at the Airport. Such manager shall be highly qualified and experienced, and be vested with full power and authority to act in the name of the FBO with respect to the method, manner, and conduct of the services to be performed hereunder. Such manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized and qualified subordinate shall be in charge of the FBO and on Premises at the Airport. FBO shall provide, at its sole expense, a sufficient number of, and properly trained, employees who are pleasant, neat, clean, and courteous in order to effectively and efficiently provide the commercial aeronautical activities as herein authorized. Employees are to wear appropriate uniforms and badges to indicate the fact and nature of their employment. FBO shall control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained and possess technical qualifications and hold certificates of qualifications, as may be required for such employee to carry out assigned duties. All aircraft Fuel Handling personnel are to be trained in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be an FAA approved safety training course in accordance with FAA Advisory Circular 150/5230-4B (and any related addenda and/or errata sheets issued by the FAA) and the National Air Transportation Association (NATA) "Safety First" Program or equivalent training program acceptable to the City. All training records and qualifications shall be provided to the City upon request in accordance with 14 CFR Part 139.321.

(B) FBO shall be continually open for business and provide services for twelve (12) hours a day, seven days a week, except as when necessitated by unforeseen business or emergency conditions, and when open for business FBO shall provide aircraft line service including but not limited to the sale and into-plane delivery of recognized brands of aviation fuels and other petroleum products. FBO shall provide and maintain an adequate supply at all times of av-gas and Jet-A fuel for sale to airport users. Exceptions to the required FBO minimum operating hours may be granted by the City for certain holidays, or when special circumstances, conditions, or events warrant a reduction in operating hours. FBO shall further provide within a reasonable period of time (not greater than one hour) staffing on a call-back basis to address after-hour requests for service from customers.

(C) FBO shall procure and keep in force during the term of the Agreement all necessary licenses and permits as are required by law for all the operations conducted by FBO on Property.

(D) FBO shall, at its sole cost and expense, maintain all the buildings, structures on the Property in compliance with this Agreement, and the improvements and appurtenances in a presentable condition consistent with good business practice in a safe, neat, and good physical condition. FBO shall promptly repair all damages to the premises and the improvements thereon. FBO shall be responsible for all structural maintenance and repair of buildings and structures on the leased Property. FBO shall further be responsible for general maintenance of the buildings, structures, and Property, which shall include without limitation duties such as cleaning floors, cleaning windows, painting interior/exterior of hangar and other improvements, replacement of electric light bulbs and similar maintenance activities.

(E) FBO shall fully participate in and assist in coordinating airport promotions such as fly-ins, airshows, pancake breakfasts, etc. as well as be a resource for community events.

(F) FBO shall provide at least one (1) clean courtesy car in excellent condition with air conditioning.

(G) In the event the entity currently operating and maintaining the UNICOM radio system at the Brenham Municipal Airport ceases to provide such service, the FBO in this Agreement shall:

1) procure any necessary license or permit to operate the UNICOM radio system; 2) operate and maintain the UNICOM radio system at the Airport during the effective period of this Agreement; and 3) be responsible for issuing any NOTAMs related to the Brenham Municipal Airport. The City will determine the UNICOM operating frequency and location of the UNICOM equipment in consultation with the FBO.

(H) FBO agrees that any commercial aviation operations on the premises shall be conducted in a legal, proper, efficient and courteous manner. FBO agrees to promote aviation activity on the airport. FBO agrees to maintain, operate and provide a pilots' lounge and public restrooms on the Property.

(I) FBO further agrees: 1) that all service shall be furnished on a reasonable, and not unjustly discriminatory, basis to all users thereof; and 2) to charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(J) FBO shall provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Airport of all trash, garbage, and other refuse caused as a result of the operation of its business. FBO shall provide and use suitable covered receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe, manner on or about the premises shall not be permitted. FBO shall also provide and maintain in proper condition readily accessible fire extinguishers in a number and of a type required in accordance with applicable fire codes.

(K) FBO shall not maintain upon the outside of any improvements or elsewhere on the Property any billboards, however, FBO may maintain on the outside of buildings its name and advertising on signs, the size, location and design of which shall be subject to the prior written approval of the City Manager.

(L) Nothing here shall be deemed to relieve FBO and its patrons, invitees, and others from such field use charges, including fuel flowage fees, as are levied generally by City directly or indirectly at the Airport.

(M) FBO shall comply with any and all applicable Environmental Laws and Permits (whether obtained by FBO or the City) related to FBO's occupancy and use of the Airport. Without limiting the generality of the foregoing, FBO shall comply with the requirements as set forth below:

1. Duty to Notify. In the event of any release or discharge, or threatened release or discharge of Hazardous Materials at, on, under, or about the Airport, or any portion thereof, that is caused by FBO, its agents, invitees, servants or employees, and which is required by applicable Environmental Laws, Environmental Permits, or Airport rules and regulations to be reported by FBO, whether as a result of negligent conduct or otherwise, or in the event any written claim, demand, complaint or action is made or taken against FBO that pertains to FBO's release, failure to comply with any Environmental Laws or Environmental Permits at the Airport, FBO shall notify the City as soon as reasonably practical of all known facts pertinent to such release or discharge, or threatened release or discharge, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If FBO is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or discharge, or threatened release or discharge at, on, under or about the Airport, or any part thereof, FBO shall simultaneously provide a copy of such notice or report to the City.

2. Remediation. FBO shall undertake all necessary steps required under applicable Environmental Laws and Environmental Permits, or as directed by a governmental agency, to remedy and remove any Hazardous Material or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of FBO, its agents, invitees, servants or employees, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be performed at FBO's expense.

Except in the event of an emergency, such Remediation Work shall be performed after FBO submits to the City a written plan for completing such Remediation Work and receives the prior written approval from the City, which approval shall not be unreasonably withheld or delayed. Specific cleanup levels for any Remediation Work by FBO shall be designed to return the property to conditions suitable for redevelopment by the City and meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits. Neither an ongoing Remediation Work, including any testing or monitoring, shall either unreasonably or materially impair or interfere with the use of the Airport as an airport. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice. FBO's obligations hereunder shall survive the expiration or early termination of this Agreement.

3. Definitions. For purposes of this Section, the following words and phrases shall have the following meaning:

i. "Environmental Laws" means all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, use, storage, transportation, or disposal of Hazardous Materials.

ii. "Environmental Permits" means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

iii. "Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction

thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws

(N) FBO shall have available the equipment necessary to safely and efficiently move aircraft frequenting the airport.

(O) FBO shall not use or allow property under its control or that of the Airport to be used for any illegal or unauthorized purpose. FBO, its officers, directors, employees, agents, and contractors shall comply with the following, the same may be amended from time to time: (i) all applicable federal, state, and local laws and ordinances, including directives of the FAA and TSA applicable to FBO's presence and operations at the Airport; and (ii) the Airport Rules and Regulations. Notwithstanding anything to the contrary, references in this Agreement to a law or regulation shall be deemed to be a reference to: (i) such law or regulation as it may be amended from time to time, and (ii) all ordinances, rules, executive orders, policies, and instructions pertaining, and lawfully promulgated pursuant, to such law or regulation as they now exist or may be amended from time to time.

(P) FBO shall, at its own expense and at all times during their term of this Agreement, pay all lawful taxes and assessments levied against the Property as well as all taxes and assessments levied against the personal property used by FBO in its operation on the Property. None of the terms, covenants or conditions of this Agreement shall be construed as a release of waiver on the part of City, of the right to assess, levy or collect any license, personal, intangible, or other tax which shall be lawfully imposed on the business or property of FBO

(Q) FBO shall use the Property only for uses and purposes hereinbefore described.

(R) FBO shall permit City free access to the Property at all reasonable times for the purposes of examining the same and seeing that all of the obligations of FBO hereunder are being met and performed, and to permit City to enter any building or structure on the Premises at any time in the event of an emergency (the determination of an emergency being at the sole discretion of City).

(S) FBO shall be solely responsible for securing all federal, state, county or municipal approvals of an environmental or other nature required for any construction or alteration of leasehold improvements on the Property, or for any of FBO's operations thereon; provided that City will join in the execution of any such permits or other applications if so required by applicable law

(T) FBO may, at FBO's sole expense, construct a new fuel farm at the airport, at a location approved by the City and pursuant to a separate lease agreement approved by the City and FBO, with tank(s), facilities and associated equipment properly installed, and all associated delivery, pumping and safety equipment in good operating order. If engaged in selling fuel at the Airport, FBO agrees to provide, maintain and operate a Jet-A Fuel and an av-gas truck or trailer system of adequate size and in good condition for safe and efficient operation. FBO must use the aircraft fueling systems in a careful and proper manner. FBO agrees that the aircraft fueling systems will be operated and used in accordance with any applicable vendor's or manufacturer's manuals or

instructions, by competent and fully qualified personnel only. FBO shall not permit the aircraft fueling systems to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the aircraft fueling systems.

FBO shall keep accurate and detailed records of all fuel sales. FBO shall keep all records necessary for government reporting and for calculating flowage fees due to the City. FBO is liable for and shall pay, on or before their due dates, all sales taxes, use taxes, personal property taxes, and any other taxes or governmental charges imposed on the aircraft fueling systems or in connection with the use or operation of the aircraft fueling systems.

FBO will pay City a fuel flowage fee of \$0.04 (4 cents) per gallon for av-gas, and \$0.08 (8 cents) per gallon for Jet-A fuel, for all gallons of fuel delivered to and accepted by FBO at the Airport. The City reserves the right to adjust the fuel flowage fee(s) at any time during the term of this Agreement by modifying the Airport Minimum Standards for Fixed Base Operators; however, the fuel flowage fee(s) may not be increased by more than 25% during the term of this Agreement, nor shall fuel flowage fees charged to FBO be higher than any fuel flowage fees charged to any other FBO at the Airport.

FBO agrees to provide the City with a monthly report of fuel purchased during the month by the tenth (10th) day of the following month. Fuel flowage fees are to be paid by the FBO not later than the tenth (10th) day of the month. Monthly fuel flowage fees are to be based on all gallons of fuel delivered to and accepted by FBO. Payment shall be mailed to the City of Brenham, P.O. Box 1059, Brenham, Texas 77834-1059, or hand-delivered.

(U) In the event the existing FBO (Southern Flyer, Inc.) currently operating in the City-owned building located on the ramp ceases its fixed-base operator operations and vacates the City-owned building, and the FBO that is the subject of this Agreement has not completed construction of its building to operate as an FBO on the ramp, then the FBO that is the subject of this Agreement shall, pursuant to a separate lease agreement approved by the City and FBO, occupy the City-owned building and operate as an FBO on the ramp beginning no later than thirty (30) days after the existing FBO vacates the City-owned building on the ramp.

9. OBLIGATIONS OF CITY

(A) City hereby designates its City Manager or his designee as its official representative, with the full power to represent City in all dealings with FBO in connection with this Agreement.

(B) City covenants and agrees to permit FBO, its businesses, business invitees and other Airport users access to landing areas, runways, taxiways, terminal areas, automobile and aircraft parking areas, aprons, ramps, and the use of navigational aids, and the general use of all public airport facilities and improvements of a public nature which are now, or may hereafter be connected with or pertinent to the Airport.

(C) City covenants and agrees to operate Brenham Municipal Airport as a public airport and to provide FBO and airport users with the normal and customary services pertinent thereto

10. INSURANCE AND INDEMNIFICATION

(A) Insurance shall be procured from a company authorized to do business in the state of Texas and satisfactory to City, and FBO shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the term of this Agreement.

The proceeds of any such insurance paid on account of any of the perils as required to be insured as stated herein shall be used to defray the cost of repairing, restoring or reconstructing the improvements, as necessary, in the opinion of City.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall contain a provision that no change, cancellation or renewal of such insurance shall take effect until at least thirty (30) days after notice in writing has been delivered to City.

(B) FBO is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible. **FBO COVENANTS AND AGREES TO INDEMNIFY AND DEFEND, AT ITS EXPENSE, CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR DAMAGES OR INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, OF ANY CHARACTER, ARISING OUT OF OR INCIDENT TO THE USE, OCCUPANCY, OR MAINTENANCE OF THE PREMISES BY FBO, ITS OFFICERS, AGENTS, EMPLOYEES, PATRONS, CONTRACTORS, SUBCONTRACTORS, LICENSES OR INVITEES. FBO ASSUMES ALL LIABILITY AND RESPONSIBILITY OF CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, IN CONNECTION WITH THE USE, OCCUPANCY OR MAINTENANCE OF THE PREMISES BY FBO, ITS OFFICERS, AGENTS, EMPLOYEES, PATRONS, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES, DESTRUCTION TO CITY'S PROPERTY ARISING OUT OF THE ACTS OR OMISSIONS OF FBO, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR PATRONS. FBO SHALL INDEMNIFY CITY AGAINST ANY AND ALL MECHANIC'S AND MATERIAL MEN'S LIENS OR ANY OTHER TYPE OF CLAIMS OR LIENS IMPOSED UPON THE DEMISED PREMISES ARISING AS A RESULT OF FBO'S CONDUCT OR INACTIVITY.**

(C) FBO shall secure public liability and hangar keeper's liability insurance, in which City shall be named an additional insured. Such policies of insurance shall protect City and FBO against any and all liability for death, injury, loss or damage against which FBO has elsewhere in this agreement undertaken to save and hold the City, and its authorized agents, officers, representatives and employees harmless from and against any and all penalties, liability and annoyance of loss resulting from claims or court action of any nature and arising directly or indirectly out of the acts of FBO, its agents, servants, guests, employees, business visitors or others under this agreement or by result of any act or omission or such persons. Such policies shall be placed with a company authorized to do business in the State of Texas and shall have not less than the following limits:

1. \$1,000,000 Comprehensive General Liability
2. Medical Expense Limit (Any one Person) \$5,000
3. Personal & Advertising Injury Aggregate Limit \$1,000,000
4. Products/Completed Operations Aggregate Limit \$1,000,000
5. Pollution Liability -- \$1,000,000 per loss
6. Hangar Keeper's Liability -- \$1,000,000 (any one aircraft)/\$2,000,000 (any one occurrence)

FBO shall provide the above referenced coverage and also procure and maintain Worker's Compensation insurance, including employer's liability, in the amounts required by the State of Texas.

The amounts of said insurance shall not be deemed a limitation of FBO's agreement to save and hold City harmless, and if FBO becomes liable for an amount in excess of the insurance FBO will save and hold the City harmless as the holder thereof. FBO shall furnish to the City certificates of insurance for the insurance coverage required herein.

FBO shall maintain the insurance with an insurance company authorized to do business in the State of Texas and approved by City. FBO shall furnish City with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this Agreement or shall deposit with the City copies of the policies.

The policies or certificates shall contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to City thirty (30) days in advance of the effective date of the cancellation or change.

11. ASSIGNMENT OR SALE

The FBO may assign, sell, or transfer this Agreement or any right hereunder to any person, corporation, association, or any other entity with the written consent of the City. Any assignment, sale, or transfer not consented to in writing by the City shall be null and void, and shall be grounds, at the option of the City, for the City to immediately terminate this Agreement.

12. DEFAULT AND TERMINATION

(A) This Agreement may be terminated at any time by the City if FBO fails to abide by the terms and conditions expressed herein and any exhibits hereto, including but not limited to the Airport Minimum Standards for Fixed Base Operators. This Agreement may also be terminated at any time by mutual agreement and consent of both parties in writing. Should the FBO be declared bankrupt, incompetent, or ceases operations, this Agreement shall immediately terminate and shall not be considered as part of the FBO's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event FBO fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this Agreement, the City has the right to terminate this Agreement and retake possession of any Airport property used, occupied, or under the control of the FBO.

(B) If either party defaults in the performance of any obligation or covenant in this Agreement, the non-defaulting party may enforce the performance of this Agreement in any manner provided by law. This Agreement may be terminated at the non-defaulting party's discretion if such default continues for a period of sixty (60) days after written notification of such default and of the intention of the non-defaulting party to declare this Agreement terminated, provided, however, if the default is not reasonably capable of being fully cured within sixty (60) days, the defaulting party shall be allowed the needed additional time to cure the default if: (i) the defaulting party begins the cure within the sixty (60) day period; and (ii) diligently pursues the cure thereafter until it is fully cured. If the defaulting party has not substantially cured the default within the time period referenced above, this Agreement may be terminated by the non-defaulting party, and the non-defaulting party may pursue any other remedies available in law or equity.

(C) In the event of a breach by the FBO of any of the provisions of this Agreement in any manner that, in the sole opinion of the City, presents a danger to the City's equipment, property, or surrounding property, the City shall have the right to terminate this Agreement immediately.

(D) Upon the termination of this Agreement by expiration of a term not renewed, mutual agreement, or any other reason for termination, the FBO shall peaceably vacate the premises and any other property entrusted to the FBO shall be returned to the City in the same condition as it was when issued, normal wear excluded. Should FBO be in default of any monies owed to the City, the City may take possession of any personal property seized, subject to the disposition of a court of competent jurisdiction. The FBO shall be liable for any and all expenses incurred by the City in such action.

13. SUSPENSION OF AGREEMENT

(A) During the time of war or national emergency, City shall have the right to lease the landing area or any part of the airport to the United States government for military use. If any such lease is executed, any provisions of this Agreement which are inconsistent with the provisions of the lease to the government shall be suspended. Nothing contained in this Agreement shall prevent FBO from pursuing any rights which FBO may have for reimbursement from the United States government for the taking of any right conferred under this Agreement or for any loss or damage caused to FBO by the United States government.

14. MISCELLANEOUS

(A) This Agreement embraces the entire Fixed Base Operator Agreement between the parties hereto and no statement, remark, representation, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by written addendum hereto attached and signed by all of the parties. The parties expressly agree and acknowledge that they have not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained or expressly incorporated by reference in this Agreement.

(B) For the purposes of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

(C) The captions and headings are inserted solely for the convenience of reference and are not part of or intended to govern, limit, or aid in the construction of any provision hereof.

(D) The parties to this Agreement hereby acknowledge and agree that they are the principals to the Agreement and have the power, right and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.

(E) This Agreement shall be governed by the laws of the State of Texas and construed thereunder, and exclusive venue of any action brought under this Agreement shall be in Washington County, Texas.

(F) If any section, paragraph, sentence, or phrase entered in this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal, invalid, or unenforceable section, paragraph, sentence or phrase and to this end, the provisions of this Agreement are declared to be severable.

(G) All notices regarding this Agreement must be sent to each party at the following address:

City:

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

FBO:

Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

(H) The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement. The payment or acceptance of fees, compensation or charges for any period after breach shall not be deemed a waiver of any right or acceptance of defective performance.

(I) Each party shall operate under this Agreement as an independent contractor, and not as an agent, representative or employee of the other. Subject to the terms of this Agreement, each party shall have the right to control the details of its performance hereunder.

(J) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this

Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of the City, has any authority to modify this Agreement except pursuant to express written authority to do so granted by the City Council of the City of Brenham, Texas.

(K) If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

(L) The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(M) Each party agrees that both parties shall have the right to audit the financial and business records of the other party that relate to the subject matter of this Agreement ("Records") at any time during the term of this Agreement, and for three (3) years thereafter, in order to determine compliance with this Agreement. Throughout the term of this Agreement and for three (3) years thereafter, each party shall make all Records available to the other party as it relates to the subject matter of this Agreement.

EXECUTED this the _____ day of _____, 2019.

CITY OF BRENHAM

FBO - FIXED BASE OPERATOR

Hon. Milton Y. Tate, Jr., Mayor
City of Brenham, Texas

FBO: _____, LLC
By: Brent Nedbalek
Title:

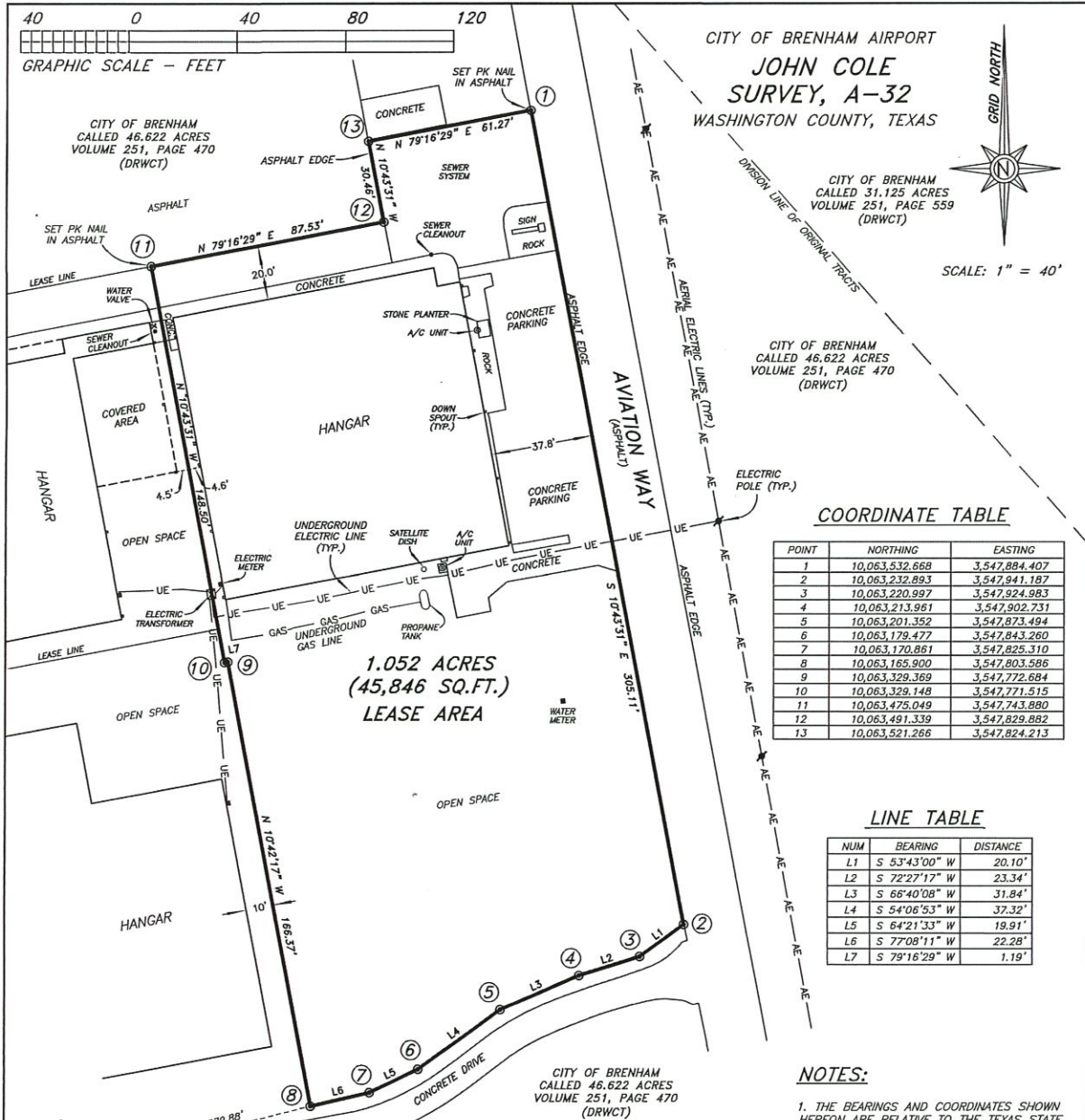
ATTEST:

ATTEST:

Jeana Bellinger, TRMC, CMC, City Secretary
City of Brenham, Texas

By:
Title:

Exhibit "A"



COORDINATE TABLE

POINT	NORTHING	EASTING
1	10,063,532.669	3,547,894.407
2	10,063,232.893	3,547,941.187
3	10,063,220.997	3,547,924.983
4	10,063,213.961	3,547,902.731
5	10,063,201.352	3,547,873.494
6	10,063,179.477	3,547,843.260
7	10,063,170.861	3,547,825.310
8	10,063,165.900	3,547,803.586
9	10,063,329.369	3,547,772.684
10	10,063,329.148	3,547,771.515
11	10,063,475.049	3,547,743.880
12	10,063,491.339	3,547,829.882
13	10,063,521.266	3,547,824.213

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 53°43'00" W	20.10'
L2	S 72°27'17" W	23.34'
L3	S 68°40'08" W	31.84'
L4	S 54°06'53" W	37.32'
L5	S 64°21'33" W	19.91'
L6	S 77°08'11" W	22.28'
L7	S 79°16'29" W	1.19'

NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS STATE PLANE GRID SYSTEM, NAD-83 (2011), CENTRAL ZONE 4203. CONVERGENCE ANGLE AT N: 10063157.87' - E: 3547344.52' IS 2'-02"-23.7", COMBINED SCALE FACTOR IS 0.99996823, U.S. SURVEY FEET, UTILIZING NATIONAL GEODETIC SURVEY (NGS) MONUMENT BM1073 LOCATED ON THE AIRPORT PROPERTY. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48477C0325C, EFFECTIVE DATE AUGUST 16, 2011, WASHINGTON COUNTY, TEXAS.

3. (●) - DENOTES A 5/8" IRON ROD SET WITH ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.

4. A CURRENT TITLE COMMITMENT OR REPORT WAS NOT AVAILABLE OR PROVIDED TO THE UNDERSIGNED SURVEYOR AS OF THE DATE OF THIS SURVEY AND THE UNDERSIGNED SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.

5. (DRWCT) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

SURVEY MAP

SHOWING A SURVEY OF 1.052 ACRES OF LAND (45,846 SQ. FT.) LEASE AREA, LYING AND BEING SITUATED IN WASHINGTON COUNTY, TEXAS, PART OF THE JOHN COLE SURVEY, A-32, BEING PART OF THE SAME LAND DESCRIBED AS 46.622 ACRES IN THE DEED FROM RAYMOND JESKE, ET UX TO THE CITY OF BRENHAM, DATED MARCH 6, 1964, AS RECORDED IN VOLUME 251, PAGE 470, IN THE DEED RECORDS OF WASHINGTON COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 1.052 ACRES OF LAND (45,846 SQ. FT.) LEASE AREA, IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

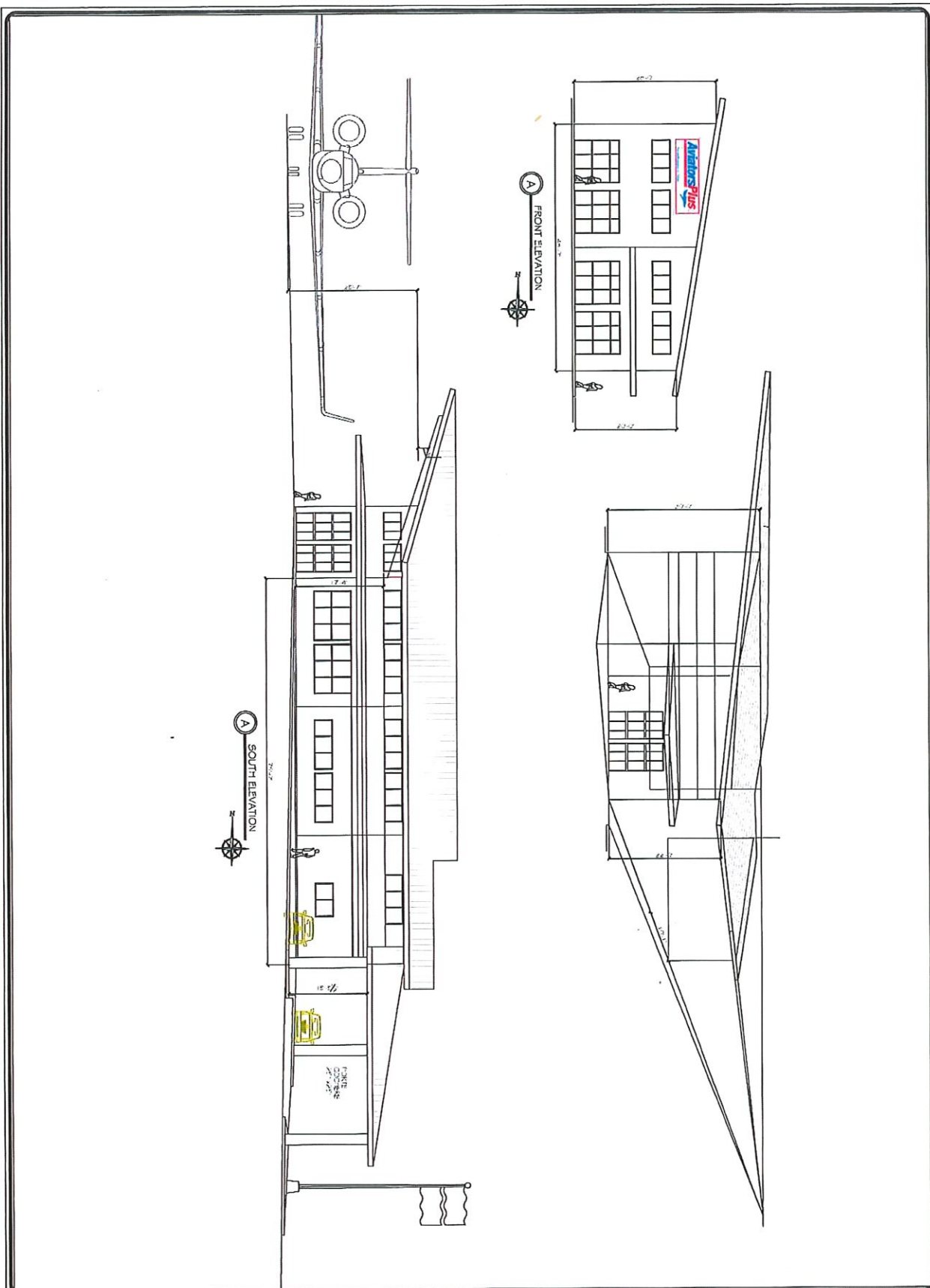
DATED THIS THE 17TH DAY OF JANUARY, 2019, A.D.



Jon E. Hodde
JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BREHMAN, TEXAS 77833
(979) 836-5681
TEXAS FIRM REGISTRATION NO. 10018800

W.O. NO. 7473 (AVIATORPLUS7473.DWG/MMEW)
REF: AVIATORPLUS7473.SURVEY

Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying
613 E. Blue Bell Road · Brenham, Texas 77833
979-836-5681 · 979-836-5683 (Fax)
www.hoddesurveying.com



OF TWO

A3

SHEET NO.

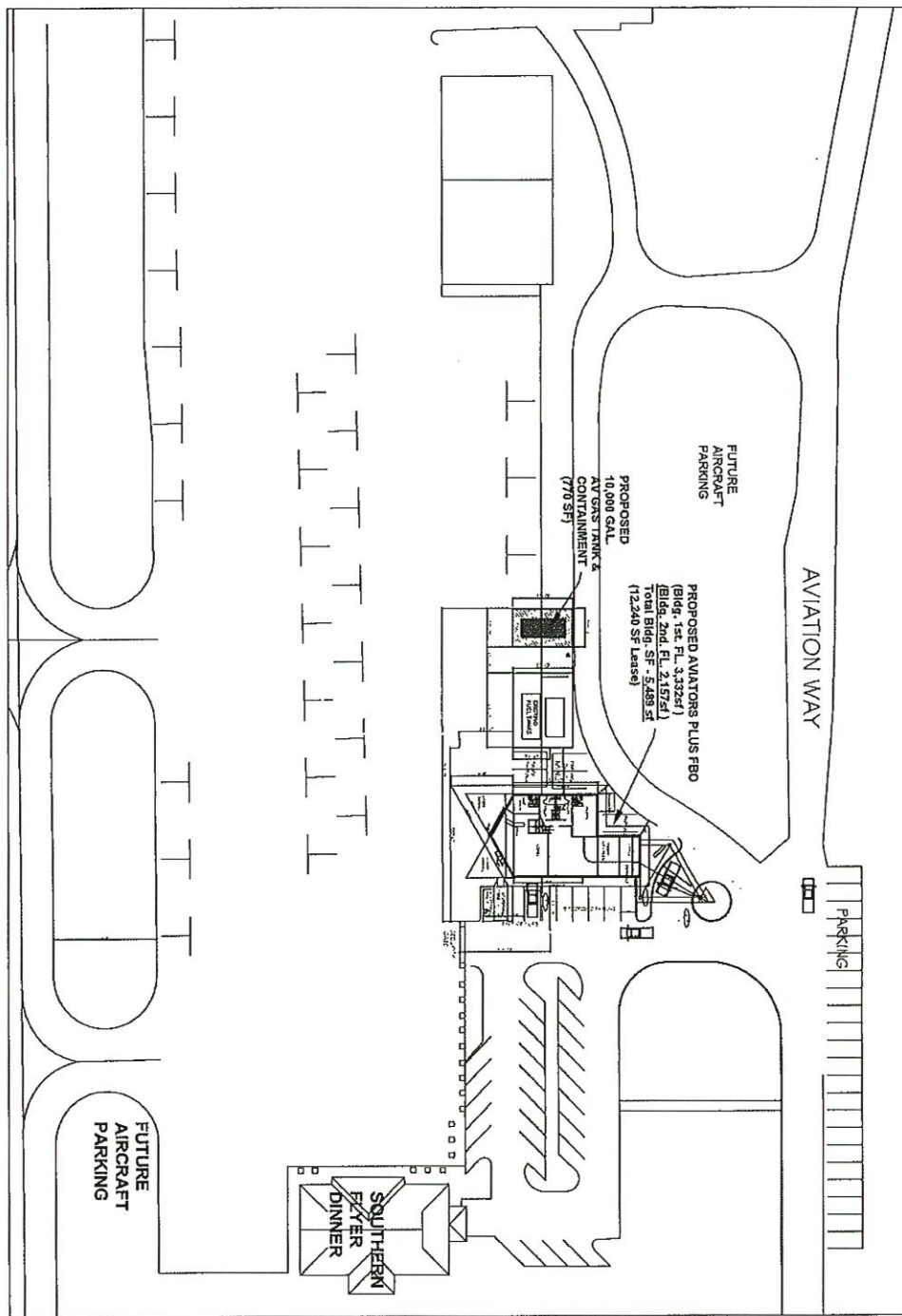
Proposed Hanger Expansion for
AVIATORS PLUS
EXPANSION OF EXISTING HANGAR
Bryan Airport 118
Bryan, Texas

PRELIMINARY FBO ELEVATIONS

SCALE: 1/8" = 1'-0"



JWA JERRY D. WEBB, AIA
JERRY WEBB AND ASSOCIATES, INC.
ARCHITECTS
PLANNING-CONSTRUCTION MANAGEMENT
P.O. BOX 192 65415-4476 OFFICE
1048276476 120835-4476 FAX
jerry@jwa-inc.com



A1 OF TWO	SHEET NO. A1	Proposed Hanger Expansion for: AVIATORS PLUS EXPANSION OF EXISTING HANGER 12014-Airport Rd. Houston, Texas	PRELIMINARY FBO SITE PLAN SCALE: 1" = 30'-0"		JWA JERRY D. WEBB, AIA JERRY WEBB AND ASSOCIATES, INC. ARCHITECTS PLANNERS-CONSTRUCTION MANAGEMENT P.O. BOX 129 HOUSTON, TEXAS 77248 (713) 551-4877 FAX (713) 551-4877 FAX
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AGENDA ITEM 12

DATE OF MEETING: September 19, 2019	DATE SUBMITTED: September 11, 2019	
DEPT. OF ORIGIN: Administration	SUBMITTED BY: James Fisher	
MEETING TYPE: ☐ REGULAR ☐ SPECIAL ☒ EXECUTIVE SESSION	CLASSIFICATION: ☐ PUBLIC HEARING ☐ CONSENT ☒ REGULAR ☐ WORK SESSION	ORDINANCE: ☐ 1 ST READING ☐ 2 ND READING ☐ RESOLUTION
AGENDA ITEM DESCRIPTION: Section 551.074 – Texas Government Code – Personnel Matters – Annual Evaluation of the City Manager		
SUMMARY STATEMENT: To be discussed in Executive Session.		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items): A. PROS: B. CONS:		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS: None		
FUNDING SOURCE (Where Applicable):		
RECOMMENDED ACTION: None		
APPROVALS: Milton Y. Tate, Jr.		